

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE		PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. 0001		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO.	
5. PROJECT NO. (If applicable)		6. ISSUED BY CPOD		7. ADMINISTERED BY (If other than Item 6) CPOD	
CPOD US Environmental Protection Agency Cincinnati Procurement Operations Division 26 West Martin Luther King Drive Cincinnati OH 45268		CPOD US Environmental Protection Agency Cincinnati Procurement Operations Division 26 West Martin Luther King Drive Cincinnati OH 45268			
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  TARITAS POWER SERVICES INC 9259 PINE HILL CT. PO BOX 33 SALINE MI 481769476		(x)		9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
		x		10A. MODIFICATION OF CONTRACT/ORDER NO. EP-C-11-052	
				10B. DATED (SEE ITEM 13) 09/29/2011	
CODE 074228065		FACILITY CODE			

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.  
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

**12. ACCOUNTING AND APPROPRIATION DATA (If required)**

See Schedule

**13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 52.243-1, Changes - Fixed Price, Alternate, II

**E. IMPORTANT:** Contractor ☒ is not, ☐ is required to sign this document and return 0 copies to the issuing office.


**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**

Managed Operations, Maintenance, and Auxiliary Support Services for the National Vehicle and Fuel Emissions Laboratory

Max Expire Date: 09/30/2016

The purpose of this modification is to revise the language of the Performance Work Statment (PWS) at Section 3.3.1.1, Alteration, Modifications, and Construction. The PWS was revised to clarify how the Project Officer and Contracting Officer will approve work issued under CLIN 4. The revised PWS page is attached.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Sandra Savage	
15B. CONTRACTING OFFICER  (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED 1/23/12

scheduled full-time employment shall be compensated as overtime under the Service Contract Act, subject to the coordination and approval of the Project Officer.

### 3.3.1.1 ALTERATIONS, MODIFICATIONS AND CONSTRUCTION – (CLIN 4)

Work under this section will be originated by the Project Officer or alternate Project Officer. The Contractor shall provide a work plan in response to each work request. The Contractor shall provide capabilities for planning, estimating and performing all types of work requests, including complex electrical, mechanical and structural work. The Contractor's work plan will provide specifications and drawings where necessary, and estimate the hours, materials and costs needed to perform the work in a firm-fixed price quote. All alterations, modifications, and construction shall follow the recommendations of the EPA Building Management Plan Guidelines Appendix A: Renovations and Alterations Guidelines, which includes the following sections: stormwater management, design consideration, materials selection, indoor air quality during construction, and construction waste management. Appendix A shall be made available by the EPA Project Officer. All work requests shall be planned and estimated on a first-in, first-out basis unless otherwise prioritized by the Project Officer. The Project Officer shall be notified in writing if lack of program information precludes planning completion. The Contractor's work plan shall be electronically submitted to the Project Officer and the Contracting Officer or Contract Specialist. During the Government review, the Project Officer will determine if materials that are non-stock items will be purchased by the Contractor or provided by the EPA.

**Government approval of the work plan will be issued in writing by the Project Officer to the Contractor, unless the required work falls within the definition of construction (see Section 2.1.6). All construction work requests with a labor component greater than \$2,000 shall be approved by the Contracting Officer by modification to the contract.** If a construction work order exceeds \$25,000, the Contractor must furnish to the Contracting Officer payment protection in the form of a payment bond or irrevocable letter of credit prior to starting work (see Section 2.1.6). After receipt of an approved work request, the Contractor shall schedule the work in the order in which the work order approval was received, unless prioritized otherwise by the Project Officer. After a work request is issued, no changes will be made to the work to be accomplished without prior approval of the Project Officer (or Contracting Officer, in the case of a construction work order with a labor component greater than \$2,000). All work accomplished by the Contractor will be inspected by the Government during the work request performance period and after completion of the work. At the completion of the work request, the completed work request file with total labor hours and a list of materials used shall be provided to the Project Officer. All such approved work will be paid for under CLIN 0004.

### 3.3.2 INVENTORY AND PURCHASING SUPPORT – (CLIN 2)

The Contractor shall provide Purchasing and Inventory Support in support of those services and equipment items identified under Section 3.0, including those associated with emergency repair services. The Contractor shall maintain an inventory of spare parts and supplies, essential to building and equipment maintenance, as recommended under the manufacturer's service and maintenance manuals, as indicated by historical demand, or as indicated on the Preventive Maintenance Record. Typically, such items shall include, without limitation, gaskets, seals, fittings, belts, valves, controllers, circuit breakers, fuses, switches, receptacles, and air filters. The quantity of items stocked shall be dependent upon cost, number in use, and the historical failure rate. First preference shall be given to spare and replacement parts (electric motors, etc.) that are energy efficient. Major single items whose purchase price exceeds \$1,000.00 shall not be stocked. The Contractor shall maintain a conforming Schedule of Approved Inventory and shall continuously evaluate exigent circumstances and the Preventive Maintenance Schedule to adjust inventory levels to conform to actual requirements. Items may be added to the Schedule of Approved Inventory by Contractor nomination and the concurrence of the Project Officer.

## 4.0 MANAGEMENT, STAFFING AND RECORDS



<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				1. CONTRACT ID CODE <b>EP-C-11-052</b>		PAGE OF PAGES 1 7	
2. AMENDMENT/MODIFICATION NO. 0002		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. See Schedule		5. PROJECT NO. (If applicable)	
6. ISSUED BY CPOD US Environmental Protection Agency Cincinnati Procurement Operations Division 26 West Martin Luther King Drive Cincinnati OH 45268		CODE CPOD		7. ADMINISTERED BY (If other than Item 6) CPOD US Environmental Protection Agency Cincinnati Procurement Operations Division 26 West Martin Luther King Drive Cincinnati OH 45268		CODE CPOD	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  TARITAS POWER SERVICES INC 9259 PINE HILL CT. PO BOX 33 SALINE MI 481769476  CODE 074228065 FACILITY CODE				(X) 9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				X 10A. MODIFICATION OF CONTRACT/ORDER NO. EP-C-11-052			
				10B. DATED (SEE ITEM 13) 09/29/2011			
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule				Net Increase: \$235,657.00			
<b>13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.</b>							
CHECK ONE A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b). C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: D. OTHER (Specify type of modification and authority) X Clause B.1, Limitation of Government's Obligation							
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not. <input type="checkbox"/> is required to sign this document and return _____ 0 copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible) Managed Operations, Maintenance, and Auxiliary Support Services for the National Vehicle and Fuel Emissions Laboratory Max Expire Date: 09/30/2016 The purpose of this modification is to fund CLINs 1 - 4 in the amount of \$235,657 divided accordingly: CLIN 1: (b)(4) CLIN 2: (b)(4) CLIN 3: (b)(4) CLIN 4: (b)(4)							
Obligated Amount for this Modification: \$235,657.00 Continued ... Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Sandra Savage			
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA <i>Sandra Savage</i> (Signature of Contracting Officer)		16C. DATE SIGNED 2/2/12	
(Signature of person authorized to sign)							

## CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
EP-C-11-052/0002PAGE OF  
2 7NAME OF OFFEROR OR CONTRACTOR  
TARITAS POWER SERVICES INC

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>New Total Obligated Amount for this Award: \$471,314.00 Incremental Funded Amount changed: from \$235,657.00 to \$471,314.00</p> <p>CHANGES FOR LINE ITEM NUMBER: 1 Obligated Amount for this modification: (b)(4) Incremental Funded Amount changed from (b)(4) to (b)(4)</p> <p>NEW ACCOUNTING CODE ADDED: Account code: 12-13-C-56EB-102A61X55-2582-1256EE2008-001 Beginning Fiscal Year 12 Ending Fiscal Year 13 Fund (Appropriation) C Budget Organization 56EB Quantity: 0 Amount: \$235,657.00</p> <p>CHANGES FOR LINE ITEM NUMBER: 2 Obligated Amount for this modification: (b)(4) Incremental Funded Amount changed from (b)(4) to (b)(4)</p> <p>NEW ACCOUNTING CODE ADDED: Account code: 12-13-C-56EB-102A61X55-2582-1256EE2008-001 Beginning Fiscal Year 12 Ending Fiscal Year 13 Fund (Appropriation) C Budget Organization 56EB Quantity: 0 Amount: \$235,657.00</p> <p>CHANGES FOR LINE ITEM NUMBER: 3 Obligated Amount for this modification: (b)(4) Incremental Funded Amount changed from (b)(4) to (b)(4)</p> <p>NEW ACCOUNTING CODE ADDED: Account code: 12-13-C-56EB-102A61X55-2582-1256EE2008-001 Beginning Fiscal Year 12 Ending Fiscal Year 13 Fund (Appropriation) C Budget Organization 56EB Quantity: 0 Amount: \$235,657.00 Continued ...</p>				

NAME OF OFFEROR OR CONTRACTOR  
TARITAS POWER SERVICES INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>CHANGES FOR LINE ITEM NUMBER: 4</p> <p>Obligated Amount for this modification: (b)(4)</p> <p>Incremental Funded Amount changed from (b)(4) to (b)(4)</p> <p>NEW ACCOUNTING CODE ADDED:</p> <p>Account code:</p> <p>12-13-C-56EB-102A61X55-2582-1256EE2008-001</p> <p>Beginning Fiscal Year 12</p> <p>Ending Fiscal Year 13</p> <p>Fund (Appropriation) C</p> <p>Budget Organization 56EB</p> <p>Quantity: 0</p> <p>Amount: \$235,657.00</p> <p>Section B: Clause, LC-32-11, is modified as follows:</p> <p>LC-32-11 LIMITATION OF GOVERNMENT'S OBLIGATION</p> <p>(a) Contract line items 1 through 4 are incrementally funded. For these items, the sum of \$471,314 of the total price is presently available for payment and allotted to this contract.</p> <p>(b) For items identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those items for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor will not be obligated to continue work on those items beyond that point. Subject to the clause entitled, "Termination for Convenience of the Government", the Government will not be obligated, under any circumstances, to reimburse the Contractor in excess of the amount payable by the Government in the event of termination of applicable contract line items for convenience including costs, profit, and estimated termination costs for those line items.</p> <p>(c) Notwithstanding the dates specified in the allotment schedule in paragraph (i) of this clause, the Contractor will notify the Contracting Officer, in writing, at least 5 days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85% of the total</p> <p>Continued ...</p>				

NAME OF OFFEROR OR CONTRACTOR  
TARITAS POWER SERVICES INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>amount currently allotted to the contract for performance of the applicable items. The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of applicable line items up to the next scheduled date for allotment of funds identified in paragraph (a) of this clause, or to a substitute date as determined by the Government pursuant to paragraph (d) of this clause. If after such notification, additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any item(s) for which additional funds have not been allotted, pursuant to the clause entitled "Termination for Convenience of the Government".</p> <p>(d) The parties contemplate that the Government will allot additional funds for continued performance of the contract line items identified in paragraph (a) for this clause and will determine the estimated period of contract performance which will be covered by the funds. The provisions of paragraphs (b) through (d) of this clause will apply in like manner to the additional allotted funds and to the new estimated period of contract performance. The contract will be modified accordingly.</p> <p>(e) If, solely by reason of failure of the Government to allot additional funds, by the dates indicated below, in amounts sufficient for timely performance of the contract line items identified in paragraph (a) of this clause, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price of the items, or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "Disputes".</p> <p>(f) The Government may at any time prior to termination allot additional funds for the performance of the contract line items identified in paragraph (a) of this clause.</p> <p>(g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "Default". The provisions of Continued ...</p>				



NAME OF OFFEROR OR CONTRACTOR  
TARITAS POWER SERVICES INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0001	<p>this clause are limited to the work and allotment of funds for the contract line items set forth in paragraph (a) of this clause. This clause no longer applies once the contract is fully funded except with the regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraph (d) or (e) of this clause.</p> <p>(h) Nothing in this clause affects the right of the Government to terminate this contract pursuant to the contract clause entitled "Termination for Convenience of the Government".</p> <p>(i) The parties contemplate that the Government will obligate funds to this contract in accordance with the following schedule:  RECAPITULATION: BASE PERIOD  Initial Award: \$235,657  Mod 2: \$235,657  Total Funded Amount: \$471,314  Total Maximum Contract FFP: \$942,628  Unfunded Amount: \$471,314</p> <p>Delivery Location Code: NVFEL SHIPPING  NVFEL - Shipping and Receiving  US Environmental Protection Agency  National Vehicle and Fuel Emissions  2565 Plymouth Road  Ann Arbor MI 48105 USA</p> <p>Payment:  RTP Finance Center  US Environmental Protection Agency  RTP-Finance Center (D143-02)  109 TW Alexander Drive  Durham NC 27711</p> <p>FOB: Destination</p> <p>Change Item 0001 to read as follows (amount shown is the obligated amount):</p> <p>Total Amount: \$260,000  Obligated Amount: \$235,657</p> <p>BASE - Labor, equipment, space, materials, supplies, and other direct costs to perform all work required by the PWS. FIXED MONTHLY PRICE  Incrementally Funded Amount: (b)(4)  Requisition No: PR-OAR-11-00608, PR-OAR-12-00212</p> <p>Accounting Info:  Continued ...</p>				(b)(4)

<b>CONTINUATION SHEET</b>	REFERENCE NO. OF DOCUMENT BEING CONTINUED EP-C-11-052/0002	PAGE 6	OF 7
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NAME OF OFFEROR OR CONTRACTOR  
TARITAS POWER SERVICES INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0002	<p>11-12-C-56EB-101A61C55-2582-1156EE1024-001 BFY: 11 EFY: 12 Fund: C Budget Org: 56EB Program (PRC): 101A61C55 Budget (BOC): 2582 DCN - Line ID: 1156EE1024-001 Funding Flag: Complete Funded: \$0.00 Accounting Info: 12-13-C-56EB-102A61X55-2582-1256EE2008-001 BFY: 12 EFY: 13 Fund: C Budget Org: 56EB Program (PRC): 102A61X55 Budget (BOC): 2582 DCN - Line ID: 1256EE2008-001 Funding Flag: Complete Funded: \$182,386.00</p> <p>Change Item 0002 to read as follows (amount shown is the obligated amount):</p> <p>BASE - Supplies and Materials for building and equipment maintenance. Not to Exceed Incrementally Funded Amount: (b)(4) Requisition No: PR-OAR-11-00608, PR-OAR-12-00212</p> <p>Accounting Info: 11-12-C-56EB-101A61C55-2582-1156EE1024-001 BFY: 11 EFY: 12 Fund: C Budget Org: 56EB Program (PRC): 101A61C55 Budget (BOC): 2582 DCN - Line ID: 1156EE1024-001 Funding Flag: Complete Funded: \$0.00 Accounting Info: 12-13-C-56EB-102A61X55-2582-1256EE2008-001 BFY: 12 EFY: 13 Fund: C Budget Org: 56EB Program (PRC): 102A61X55 Budget (BOC): 2582 DCN - Line ID: 1256EE2008-001 Funding Flag: Complete Funded: \$34,998.00</p> <p>Change Item 0003 to read as follows (amount shown is the obligated amount):</p>				140,000.00
0003	<p>BASE - Overtime. Not to Exceed. Incrementally Funded Amount: (b)(4) Requisition No: PR-OAR-11-00608, PR-OAR-12-00212</p> <p>Accounting Info: 11-12-C-56EB-101A61C55-2582-1156EE1024-001 BFY: 11 EFY: 12 Fund: C Budget Org: 56EB Program (PRC): 101A61C55 Budget (BOC): 2582 DCN - Line ID: 1156EE1024-001 Funding Flag: Complete Continued ...</p>				13,100.00

<b>CONTINUATION SHEET</b>	REFERENCE NO. OF DOCUMENT BEING CONTINUED EP-C-11-052/0002	PAGE 7 OF 7
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NAME OF OFFEROR OR CONTRACTOR  
TARITAS POWER SERVICES INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0004	<p>Funded: \$0.00 Accounting Info: 12-13-C-56EB-102A61X55-2582-1256EE2008-001 BFY: 12 EFY: 13 Fund: C Budget Org: 56EB Program (PRC): 102A61X55 Budget (BOC): 2582 Funding Flag: Complete Funded: \$3,273.00</p> <p>Change Item 0004 to read as follows (amount shown is the obligated amount):</p> <p>BASE - Alterations, Modifications, and Construction. Not to Exceed. Incrementally Funded Amount: (b)(4) Requisition No: PR-OAR-11-00608, PR-OAR-12-00212</p> <p>Accounting Info: 11-12-C-56EB-101A61C55-2582-1156EE1024-001 BFY: 11 EFY: 12 Fund: C Budget Org: 56EB Program (PRC): 101A61C55 Budget (BOC): 2582 DCN - Line ID: 1156EE1024-001 Funding Flag: Complete Funded: \$0.00</p> <p>Accounting Info: 12-13-C-56EB-102A61X55-2582-1256EE2008-001 BFY: 12 EFY: 13 Fund: C Budget Org: 56EB Program (PRC): 102A61X55 Budget (BOC): 2582 DCN - Line ID: 1256EE2008-001 Funding Flag: Complete Funded: \$15,000.00</p>				60,000.00

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE		PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. 0003		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO.	
5. PROJECT NO. (If applicable)		6. ISSUED BY CPOD		7. ADMINISTERED BY (If other than Item 6) CPOD	
CPOD US Environmental Protection Agency Cincinnati Procurement Operations Division 26 West Martin Luther King Drive Cincinnati OH 45268		CPOD US Environmental Protection Agency Cincinnati Procurement Operations Division 26 West Martin Luther King Drive Cincinnati OH 45268			
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  TARITAS POWER SERVICES INC 9259 PINE HILL CT. PO BOX 33 SALINE MI 481769476		(x)		9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
		x		10A. MODIFICATION OF CONTRACT/ORDER NO. EP-C-11-052	
				10B. DATED (SEE ITEM 13) 09/29/2011	
CODE 074228065		FACILITY CODE			

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.  
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

**12. ACCOUNTING AND APPROPRIATION DATA (If required)**

See Schedule

**13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

**E. IMPORTANT:** Contractor ☒ is not, ☐ is required to sign this document and return \_\_\_\_\_ 0 copies to the issuing office.

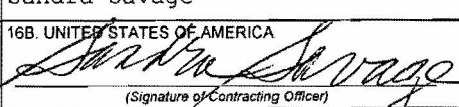
**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**

Managed Operations, Maintenance, and Auxiliary Support Services for the National Vehicle and Fuel Emissions Laboratory

Max Expire Date: 09/30/2016

The purpose of this modification is to revise the language of the Performance Work Statement (PWS) at Section 3.3.1.1, Alteration, Modifications, and Construction. The PWS was revised to change how the Contracting Officer will approve work issued under CLIN 4. The revised PWS page is attached.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Sandra Savage	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA 	16C. DATE SIGNED 3/14/12
(Signature of person authorized to sign)		(Signature of Contracting Officer)	



scheduled full-time employment shall be compensated as overtime under the Service Contract Act, subject to the coordination and approval of the Project Officer.

### 3.3.1.1 ALTERATIONS, MODIFICATIONS AND CONSTRUCTION – (CLIN 4)

Work under this section will be originated by the Project Officer or alternate Project Officer. The Contractor shall provide a work plan in response to each work request. The Contractor shall provide capabilities for planning, estimating and performing all types of work requests, including complex electrical, mechanical and structural work. The Contractor's work plan will provide specifications and drawings where necessary, and estimate the hours, materials and costs needed to perform the work in a firm-fixed price quote. All alterations, modifications, and construction shall follow the recommendations of the EPA Building Management Plan Guidelines Appendix A: Renovations and Alterations Guidelines, which includes the following sections: stormwater management, design consideration, materials selection, indoor air quality during construction, and construction waste management. Appendix A shall be made available by the EPA Project Officer. All work requests shall be planned and estimated on a first-in, first-out basis unless otherwise prioritized by the Project Officer. The Project Officer shall be notified in writing if lack of program information precludes planning completion. The Contractor's work plan shall be electronically submitted to the Project Officer and the Contracting Officer or Contract Specialist. During the Government review, the Project Officer will determine if materials that are non-stock items will be purchased by the Contractor or provided by the EPA.

Government approval of the work plan will be issued in writing by the Project Officer to the Contractor, unless the required work falls within the definition of construction (see Section 2.1.6). All construction work requests with a labor component greater than \$2,000 shall be approved by the Contracting Officer **in writing**. If a construction work order exceeds \$25,000, the Contractor must furnish to the Contracting Officer payment protection in the form of a payment bond or irrevocable letter of credit prior to starting work (see Section 2.1.6). After receipt of an approved work request, the Contractor shall schedule the work in the order in which the work order approval was received, unless prioritized otherwise by the Project Officer. After a work request is issued, no changes will be made to the work to be accomplished without prior approval of the Project Officer (or Contracting Officer, in the case of a construction work order with a labor component greater than \$2,000). All work accomplished by the Contractor will be inspected by the Government during the work request performance period and after completion of the work. At the completion of the work request, the completed work request file with total labor hours and a list of materials used shall be provided to the Project Officer. All such approved work will be paid for under CLIN 0004.

### 3.3.2 INVENTORY AND PURCHASING SUPPORT – (CLIN 2)

The Contractor shall provide Purchasing and Inventory Support in support of those services and equipment items identified under Section 3.0, including those associated with emergency repair services. The Contractor shall maintain an inventory of spare parts and supplies, essential to building and equipment maintenance, as recommended under the manufacturer's service and maintenance manuals, as indicated by historical demand, or as indicated on the Preventive Maintenance Record. Typically, such items shall include, without limitation, gaskets, seals, fittings, belts, valves, controllers, circuit breakers, fuses, switches, receptacles, and air filters. The quantity of items stocked shall be dependent upon cost, number in use, and the historical failure rate. First preference shall be given to spare and replacement parts (electric motors, etc.) that are energy efficient. Major single items whose purchase price exceeds \$1,000.00 shall not be stocked. The Contractor shall maintain a conforming Schedule of Approved Inventory and shall continuously evaluate exigent circumstances and the Preventive Maintenance Schedule to adjust inventory levels to conform to actual requirements. Items may be added to the Schedule of Approved Inventory by Contractor nomination and the concurrence of the Project Officer.

## 4.0 MANAGEMENT, STAFFING AND RECORDS

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1 5
2. AMENDMENT/MODIFICATION NO. 0004	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. See Schedule	5. PROJECT NO. (If applicable)
6. ISSUED BY CPOD US Environmental Protection Agency Cincinnati Procurement Operations Division 26 West Martin Luther King Drive Cincinnati OH 45268	CODE CPOD	7. ADMINISTERED BY (If other than Item 6) CPOD US Environmental Protection Agency Cincinnati Procurement Operations Division 26 West Martin Luther King Drive Cincinnati OH 45268	CODE CPOD
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  TARITAS POWER SERVICES INC 9259 PINE HILL CT. PO BOX 33 SALINE MI 481769476		(x) 9A. AMENDMENT OF SOLICITATION NO.  9B. DATED (SEE ITEM 11)  X 10A. MODIFICATION OF CONTRACT/ORDER NO. EP-C-11-052  10B. DATED (SEE ITEM 13) 09/29/2011	
CODE 074228065	FACILITY CODE		

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended.  
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$78,551.00  
See Schedule

**13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)
X	Clause B.1, Limitation of the Government's Obligation

E. IMPORTANT: Contractor ☒ is not. ☐ is required to sign this document and return \_\_\_\_\_ 0 \_\_\_\_\_ copies to the issuing office.

**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**

Managed Operations, Maintenance, and Auxiliary Support Services for the National Vehicle and Fuel Emissions Laboratory

Max Expire Date: 09/30/2016

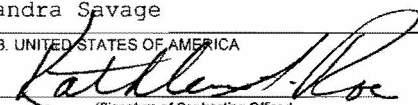
The purpose of this modification is to fund CLINs 1 - 4 in the amount of \$78,551 divided accordingly:

CLIN 1: (b)(4)  
CLIN 2:  
CLIN 3:  
CLIN 4:

Obligated Amount for this Modification: \$78,551.00

Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Sandra Savage	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED 4/9/12

## CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
EP-C-11-052/0004PAGE OF  
2 5NAME OF OFFEROR OR CONTRACTOR  
TARITAS POWER SERVICES INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>New Total Obligated Amount for this Award: (b)(4)</p> <p>Incremental Funded Amount changed: from (b)(4) to (b)(4)</p> <p>CHANGES FOR LINE ITEM NUMBER: 1 Obligated Amount for this modification: (b)(4) Incremental Funded Amount changed from (b)(4) to (b)(4)</p> <p>NEW ACCOUNTING CODE ADDED: Account code: 11-12-C-56EB-101A61C55-2582-1156EE1059-002 Beginning Fiscal Year 11 Ending Fiscal Year 12 Fund (Appropriation) C Budget Organization 56EB Quantity: 0 Amount: (b)(4)</p> <p>NEW ACCOUNTING CODE ADDED: Account code: 12-13-C-56EB-102A61X55-2582-1156EE1059-001 Beginning Fiscal Year 12 Ending Fiscal Year 13 Fund (Appropriation) C Budget Organization 56EB Quantity: 0 Amount: (b)(4)</p> <p>CHANGES FOR LINE ITEM NUMBER: 3 Obligated Amount for this modification: (b)(4) Incremental Funded Amount changed from (b)(4) to (b)(4)</p> <p>CHANGES FOR ACCOUNTING CODE: 12-13-C-56EB-102A61X55-2582-1256EE2008-001 Amount changed from \$235,657.00 to \$3,273.00</p> <p>NEW ACCOUNTING CODE ADDED: Account code: 11-12-C-56EB-101A61C55-2582-1156EE1059-002 Beginning Fiscal Year 11 Ending Fiscal Year 12 Fund (Appropriation) C Budget Organization 56EB Quantity: 0 Amount: (b)(4)</p> <p>CHANGES FOR LINE ITEM NUMBER: 2 Continued ...</p>				



## CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
EP-C-11-052/0004PAGE OF  
3 5NAME OF OFFEROR OR CONTRACTOR  
TARITAS POWER SERVICES INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Obligated Amount for this modification: (b)(4) Incremental Funded Amount changed from (b)(4) to (b)(4)  NEW ACCOUNTING CODE ADDED: Account code: 12-13-C-56EB-102A61X55-2582-1156EE1059-001 Beginning Fiscal Year 12 Ending Fiscal Year 13 Fund (Appropriation) C Budget Organization 56EB Quantity: 0 Amount: (b)(4)  CHANGES FOR LINE ITEM NUMBER: 4 Obligated Amount for this modification: (b)(4) Incremental Funded Amount changed from (b)(4) to (b)(4)  NEW ACCOUNTING CODE ADDED: Account code: 12-13-C-56EB-102A61X55-2582-1156EE1059-001 Beginning Fiscal Year 12 Ending Fiscal Year 13 Fund (Appropriation) C Budget Organization 56EB Quantity: 0 Amount: (b)(4)  Section B: Clause, LC-32-11, is modified as follows: LC-32-11 LIMITATION OF GOVERNMENT'S OBLIGATION (a) Contract line items 1 through 4 are incrementally funded. For this item, the sum of \$78,551 of the total price is presently available for payment and allotted to this contract. (b) For items identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those items for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor will not be obligated to continue work on those items beyond that point. Subject to the clause entitled, "Termination for Convenience of the Government", the Government will not be obligated, under any circumstances, to reimburse the Contractor in excess of the amount payable by Continued ...				



## CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
EP-C-11-052/0004PAGE OF  
4 5NAME OF OFFEROR OR CONTRACTOR  
TARITAS POWER SERVICES INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>the Government in the event of termination of applicable contract line items for convenience including costs, profit, and estimated termination costs for those line items.</p> <p>(c) Notwithstanding the dates specified in the allotment schedule in paragraph (i) of this clause, the Contractor will notify the Contracting Officer, in writing, at least 5 days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85% of the total amount currently allotted to the contract for performance of the applicable items. The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of applicable line items up to the next scheduled date for allotment of funds identified in paragraph (a) of this clause, or to a substitute date as determined by the Government pursuant to paragraph (d) of this clause. If after such notification, additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any item(s) for which additional funds have not been allotted, pursuant to the clause entitled "Termination for Convenience of the Government".</p> <p>(d) The parties contemplate that the Government will allot additional funds for continued performance of the contract line items identified in paragraph (a) for this clause and will determine the estimated period of contract performance which will be covered by the funds. The provisions of paragraphs (b) through (d) of this clause will apply in like manner to the additional allotted funds and to the new estimated period of contract performance. The contract will be modified accordingly.</p> <p>(e) If, solely by reason of failure of the Government to allot additional funds, by the dates indicated below, in amounts sufficient for timely performance of the contract line items identified in paragraph (a) of this clause, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an Continued ...</p>				

## CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
EP-C-11-052/0004PAGE OF  
5 5NAME OF OFFEROR OR CONTRACTOR  
TARITAS POWER SERVICES INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)																		
	<p>equitable adjustment will be made in the price of the items, or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "Disputes".</p> <p>(f) The Government may at any time prior to termination allot additional funds for the performance of the contract line items identified in paragraph (a) of this clause.</p> <p>(g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "Default". The provisions of this clause are limited to the work and allotment of funds for the contract line items set forth in paragraph (a) of this clause. This clause no longer applies once the contract is fully funded except with the regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraph (d) or (e) of this clause.</p> <p>(h) Nothing in this clause affects the right of the Government to terminate this contract pursuant to the contract clause entitled "Termination for Convenience of the Government".</p> <p>(i) The parties contemplate that the Government will obligate funds to this contract in accordance with the following schedule:</p> <p>RECAPITULATION: BASE PERIOD</p> <table><tr><td>Funding Action</td><td>Firm Fixed Price Total</td></tr><tr><td>Initial Award:</td><td>\$235,657</td></tr><tr><td>Mod 2:</td><td>\$235,657</td></tr><tr><td>Mod 4:</td><td>\$78,551</td></tr><tr><td>Total</td><td></td></tr><tr><td>Funded Amount:</td><td>\$549,865</td></tr><tr><td>Total Max</td><td></td></tr><tr><td>Contract FFP:</td><td>\$942,628</td></tr><tr><td>Unfunded Amount:</td><td>\$392,763</td></tr></table> <p>Delivery Location Code: NVFEL SHIPPING</p> <p>NVFEL - Shipping and Receiving</p> <p>US Environmental Protection Agency</p> <p>National Vehicle and Fuel Emissions</p> <p>2565 Plymouth Road</p> <p>Ann Arbor MI 48105 USA</p>	Funding Action	Firm Fixed Price Total	Initial Award:	\$235,657	Mod 2:	\$235,657	Mod 4:	\$78,551	Total		Funded Amount:	\$549,865	Total Max		Contract FFP:	\$942,628	Unfunded Amount:	\$392,763				
Funding Action	Firm Fixed Price Total																						
Initial Award:	\$235,657																						
Mod 2:	\$235,657																						
Mod 4:	\$78,551																						
Total																							
Funded Amount:	\$549,865																						
Total Max																							
Contract FFP:	\$942,628																						
Unfunded Amount:	\$392,763																						

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				1. CONTRACT ID CODE		PAGE OF PAGES	
						1      6	
2. AMENDMENT/MODIFICATION NO.		3. EFFECTIVE DATE		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)	
0005		See Block 16C		See Schedule			
6. ISSUED BY		CODE		7. ADMINISTERED BY (If other than Item 6)		CODE	
CPOD		CPOD		CPOD		CPOD	
CPOD US Environmental Protection Agency Cincinnati Procurement Operations Division 26 West Martin Luther King Drive Cincinnati OH 45268				CPOD US Environmental Protection Agency Cincinnati Procurement Operations Division 26 West Martin Luther King Drive Cincinnati OH 45268			
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)				(x) 9A. AMENDMENT OF SOLICITATION NO.			
TARITAS POWER SERVICES INC 9259 PINE HILL CT. PO BOX 33 SALINE MI 481769476							
				9B. DATED (SEE ITEM 11)			
				10A. MODIFICATION OF CONTRACT/ORDER NO. EP-C-11-052			
CODE		FACILITY CODE		10B. DATED (SEE ITEM 13)			
074228065				09/29/2011			
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required)				Net Increase:		\$159,106.00	
See Schedule							
<b>13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.</b>							
CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.						
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).						
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:						
	D. OTHER (Specify type of modification and authority)						
X	Clause B.1, Limitation of the Government's Obligation						
<b>E. IMPORTANT:</b> Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ 0 _____ copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)							
Managed Operations, Maintenance, and Auxiliary Support Services for the National Vehicle and Fuel Emissions Laboratory							
Max Expire Date: 09/30/2016							
LIST OF CHANGES:							
Reason for Modification : Funding Only Action							
Obligated Amount for this Modification: \$159,106.00							
New Total Obligated Amount for this Award: \$708,971.00							
Incremental Funded Amount changed: from \$549,865.00 to \$708,971.00							
CHANGES FOR LINE ITEM NUMBER: 1							
Continued ...							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)			
				Sandra Savage			
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA		16C. DATE SIGNED	
(Signature of person authorized to sign)				(Signature of Contracting Officer)			

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED EP-C-11-052/0005	PAGE	OF
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NAME OF OFFEROR OR CONTRACTOR  
TARITAS POWER SERVICES INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Obligated Amount for this modification: (b)(4)</p> <p>Incremental Funded Amount changed from (b)(4) to (b)(4)</p> <p>NEW ACCOUNTING CODE ADDED: Account code: 12-13-C-56EB-102A61X55-2582-1156EE1059-001 Beginning FiscalYear 12 Ending Fiscal Year 13 Fund (Appropriation) C Budget Organization 56EB Quantity: 0 Amount: (b)(4) Percent: 16.94136 Subject To Funding: N</p> <p>CHANGES FOR LINE ITEM NUMBER: 2 Obligated Amount for this modification: (b)(4) Incremental Funded Amount changed from (b)(4) to (b)(4)</p> <p>NEW ACCOUNTING CODE ADDED: Account code: 12-13-C-56EB-102A61X55-2582-1156EE1059-001 Beginning FiscalYear 12 Ending Fiscal Year 13 Fund (Appropriation) C Budget Organization 56EB Quantity: 0 Amount: (b)(4) Percent: 16.66571 Subject To Funding: N</p> <p>CHANGES FOR LINE ITEM NUMBER: 3 Obligated Amount for this modification: (b)(4) Incremental Funded Amount changed from (b)(4) to (b)(4)</p> <p>NEW ACCOUNTING CODE ADDED: Account code: 12-13-C-56EB-102A61X55-2582-1156EE1059-001 Beginning FiscalYear 12 Ending Fiscal Year 13 Fund (Appropriation) C Budget Organization 56EB Quantity: 0 Amount: (b)(4) Percent: .23148 Continued ...</p>				



## CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED

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NAME OF OFFEROR OR CONTRACTOR

TARITAS POWER SERVICES INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Subject To Funding: N</p> <p>CHANGES FOR LINE ITEM NUMBER: 4</p> <p>Obligated Amount for this modification: (b)(4)</p> <p>Incremental Funded Amount changed from (b)(4)</p> <p>to (b)(4)</p> <p>NEW ACCOUNTING CODE ADDED:</p> <p>Account code:</p> <p>12-13-C-56EB-102A61X55-2582-1156EE1059-001</p> <p>Beginning FiscalYear 12</p> <p>Ending Fiscal Year 13</p> <p>Fund (Appropriation) C</p> <p>Budget Organization 56EB</p> <p>Quantity: 0</p> <p>Amount: (b)(4)</p> <p>Percent: 16.66667</p> <p>Subject To Funding: N</p> <p>Delivery Location Code: NVFEL SHIPPING</p> <p>NVFEL - Shipping and Receiving</p> <p>US Environmental Protection Agency</p> <p>National Vehicle and Fuel Emissions</p> <p>2565 Plymouth Road</p> <p>Ann Arbor MI 48105 USA</p> <p>Payment:</p> <p>RTP Finance Center</p> <p>US Environmental Protection Agency</p> <p>RTP-Finance Center (D143-02)</p> <p>109 TW Alexander Drive</p> <p>Durham NC 27711</p> <p>FOB: Destination</p>				

**A. PURPOSE OF MODIFICATION**

The purpose of this modification 5 is as follows:

1. To provide \$159,106.00 in incremental funding to the base period.
2. To change the Contracting Officials responsible for administering this Contract.
3. All other terms and conditions remain unchanged.

**B. Contracting Officials responsible for administering this Contract:**

**Contract Specialist:**

Michael Kreacic  
U.S. EPA  
Cincinnati Procurement Operations Division  
26 West Martin Luther King Drive  
Cincinnati, OH 45268-0001  
Tel: (513) 487-2104  
Fax: (513) 487-2107  
Email: kreacic.michael@epa.gov

**Contracting Officer:**

Sandra Savage  
U.S. EPA  
Cincinnati Procurement Operations Division  
26 West Martin Luther King Drive  
Cincinnati, OH 45268-0001  
Tel: (513) 487-2046  
Fax: (513) 487-2107  
Email: Savage.sandra@epa.gov

**C. Clause B-1 LOCAL CLAUSES LC-32-11 LIMITATION OF GOVERNMENT'S OBLIGATION**

(a) Contract line items 1 through 4 are incrementally funded. For these items, the sum of \$708,971.00 of the total price is presently available for payment and allotted to this contract.

(b) For items identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those items for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor will not be obligated to continue work on those items beyond that point. Subject to the clause entitled, "Termination for Convenience of the Government", the Government will not be obligated, under any circumstances, to reimburse the Contractor in excess of the amount payable by the Government in the event of termination of applicable contract line items for convenience including costs, profit, and estimated termination costs for those line items.

(c) Notwithstanding the dates specified in the allotment schedule in paragraph (i) of this clause, the Contractor will notify the Contracting Officer, in writing, at least 5 days prior to the date when, in the

Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85% of the total amount currently allotted to the contract for performance of the applicable items. The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of applicable line items up to the next scheduled date for allotment of funds identified in paragraph (a) of this clause, or to a substitute date as determined by the Government pursuant to paragraph (d) of this clause. If after such notification, additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any item(s) for which additional funds have not been allotted, pursuant to the clause entitled "Termination for Convenience of the Government".

(d) The parties contemplate that the Government will allot additional funds for continued performance of the contract line items identified in paragraph (a) for this clause and will determine the estimated period of contract performance which will be covered by the funds. The provisions of paragraphs (b) through (d) of this clause will apply in like manner to the additional allotted funds and to the new estimated period of contract performance. The contract will be modified accordingly.

(e) If, solely by reason of failure of the Government to allot additional funds, by the dates indicated below, in amounts sufficient for timely performance of the contract line items identified in paragraph (a) of this clause, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price of the items, or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "Disputes".

(f) The Government may at any time prior to termination allot additional funds for the performance of the contract line items identified in paragraph (a) of this clause.

(g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "Default". The provisions of this clause are limited to the work and allotment of funds for the contract line items set forth in paragraph (a) of this clause. This clause no longer applies once the contract is fully funded except with the regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraph (d) or (e) of this clause.

(h) Nothing in this clause affects the right of the Government to terminate this contract pursuant to the contract clause entitled "Termination for Convenience of the Government".

(i) The parties contemplate that the Government will obligate funds to this contract in accordance with the following schedule:

**RECAPITULATION: BASE PERIOD**

<b>Total Firm Fixed Price for Base Period:</b>	<b>\$942,628.00</b>
<b>Recap of Funding</b>	
Incremental Funding as of Award:	\$235,657.00
Incremental Funding per Modification 1:	\$0.00
Incremental Funding per Modification 2:	\$235,657.00
Incremental Funding per Modification 3:	\$0.00
Incremental Funding per Modification 4:	\$ 78,551.00
Incremental Funding per Modification 5:	<u>\$159,106.00</u>
<b>Total Funded to Date for Base Period:</b>	<b>\$708,971.00</b>
<b>Amount to be funded by Program Office:</b>	<b>\$233,657.00</b>

(End of Clause)



<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE		PAGE OF PAGES	
				1 6	
2. AMENDMENT/MODIFICATION NO.		3. EFFECTIVE DATE		4. REQUISITION/PURCHASE REQ. NO.	
0006		See Block 16C		See Schedule	
6. ISSUED BY		CODE		7. ADMINISTERED BY (If other than Item 6)	
CP0D		CP0D		CP0D	
US Environmental Protection Agency Cincinnati Procurement Operations Division 26 West Martin Luther King Drive Cincinnati OH 45268		US Environmental Protection Agency Cincinnati Procurement Operations Division 26 West Martin Luther King Drive Cincinnati OH 45268			
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)		(x)		9A. AMENDMENT OF SOLICITATION NO.	
TARITAS POWER SERVICES INC 9259 PINE HILL CT. PO BOX 33 SALINE MI 481769476				9B. DATED (SEE ITEM 11)	
		x		10A. MODIFICATION OF CONTRACT/ORDER NO. EP-C-11-052	
				10B. DATED (SEE ITEM 13)	
CODE 074228065		FACILITY CODE		09/29/2011	

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.  
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$233,657.00  
See Schedule

**13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) Clause B.1, Limitation of the Government's Obligation

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return \_\_\_\_\_ 0 \_\_\_\_\_ copies to the issuing office.

**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**

Managed Operations, Maintenance, and Auxiliary Support Services for the National Vehicle and Fuel Emissions Laboratory

Max Expire Date: 09/30/2016

**LIST OF CHANGES:**

Reason for Modification : Funding Only Action

The purpose of this modification 6 is as follows:

1. To provide \$233,657.00 in incremental funding to the base period.
2. All other terms and conditions remain unchanged.

CHANGES FOR LINE ITEM NUMBER: 1

Obligated Amount for this modification: (b)(4)

Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		Sandra Savage	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED EP-C-11-052/0006	PAGE	OF
		2	6

NAME OF OFFEROR OR CONTRACTOR  
TARITAS POWER SERVICES INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Incremental Funded Amount changed from (b)(4) to (b)(4)</p> <p>NEW ACCOUNTING CODE ADDED: Account code: 11-12-C-56EB-105A46C55-2582-1156EE1061-001 Beginning FiscalYear 11 Ending Fiscal Year 12 Fund (Appropriation) C Budget Organization 56EB Quantity: 0 Amount: (b)(4) Percent: 6.85375 Subject To Funding: N</p> <p>NEW ACCOUNTING CODE ADDED: Account code: 11-12-C-56EB-101A61C55-2582-1156EE1061-002 Beginning FiscalYear 11 Ending Fiscal Year 12 Fund (Appropriation) C Budget Organization 56EB Quantity: 0 Amount: (b)(4) Percent: 10.28062 Subject To Funding: N</p> <p>NEW ACCOUNTING CODE ADDED: Account code: 12-13-C-56EB-102A61X55-2582-1256EE2018-001 Beginning FiscalYear 12 Ending Fiscal Year 13 Fund (Appropriation) C Budget Organization 56EB Quantity: 0 Amount: (b)(4) Percent: 7.59039 Subject To Funding: N</p> <p>CHANGES FOR LINE ITEM NUMBER: 2 Obligated Amount for this modification: (b)(4)</p> <p>Incremental Funded Amount changed from (b)(4) to (b)(4)</p> <p>NEW ACCOUNTING CODE ADDED: Account code: 12-13-C-56EB-102A61X55-2582-1256EE2018-001 Beginning FiscalYear 12 Ending Fiscal Year 13 Fund (Appropriation) C Continued ...</p>				

## CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
EP-C-11-052/0006PAGE OF  
3 6NAME OF OFFEROR OR CONTRACTOR  
TARITAS POWER SERVICES INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Budget Organization 56EB Quantity: 0 Amount: (b)(4) Percent: 25.00286 Subject To Funding: N</p> <p>CHANGES FOR LINE ITEM NUMBER: 3 Obligated Amount for this modification: (b)(4) Incremental Funded Amount changed from (b)(4) to (b)(4)</p> <p>NEW ACCOUNTING CODE ADDED: Account code: 12-13-C-56EB-102A61X55-2582-1256EE2018-001 Beginning FiscalYear 12 Ending Fiscal Year 13 Fund (Appropriation) C Budget Organization 56EB Quantity: 0 Amount: (b)(4) Percent: 25.03053 Subject To Funding: N</p> <p>CHANGES FOR LINE ITEM NUMBER: 4 Obligated Amount for this modification: (b)(4) Incremental Funded Amount changed from (b)(4) to (b)(4)</p> <p>NEW ACCOUNTING CODE ADDED: Account code: 12-13-C-56EB-102A61X55-2582-1256EE2018-001 Beginning FiscalYear 12 Ending Fiscal Year 13 Fund (Appropriation) C Budget Organization 56EB Quantity: 0 Amount: (b)(4) Percent: 25 Subject To Funding: N</p> <p>Delivery Location Code: NVFEL SHIPPING NVFEL - Shipping and Receiving US Environmental Protection Agency National Vehicle and Fuel Emissions 2565 Plymouth Road Ann Arbor MI 48105 USA</p> <p>Continued ...</p>				

NAME OF OFFEROR OR CONTRACTOR  
TARITAS POWER SERVICES INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Payment: RTP Finance Center US Environmental Protection Agency RTP-Finance Center (D143-02) 109 TW Alexander Drive Durham NC 27711 FOB: Destination				



**A. PURPOSE OF MODIFICATION**

The purpose of this modification 6 is as follows:

1. To provide \$233,657.00 in incremental funding to the base period.
2. All other terms and conditions remain unchanged.

**B. Clause B-1 LOCAL CLAUSES LC-32-11 LIMITATION OF GOVERNMENT'S OBLIGATION**

(a) Contract line items 1 through 4 are incrementally funded. For these items, the sum of \$942,628.00 of the total price is presently available for payment and allotted to this contract.

(b) For items identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those items for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor will not be obligated to continue work on those items beyond that point. Subject to the clause entitled, "Termination for Convenience of the Government", the Government will not be obligated, under any circumstances, to reimburse the Contractor in excess of the amount payable by the Government in the event of termination of applicable contract line items for convenience including costs, profit, and estimated termination costs for those line items.

(c) Notwithstanding the dates specified in the allotment schedule in paragraph (i) of this clause, the Contractor will notify the Contracting Officer, in writing, at least 5 days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85% of the total amount currently allotted to the contract for performance of the applicable items. The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of applicable line items up to the next scheduled date for allotment of funds identified in paragraph (a) of this clause, or to a substitute date as determined by the Government pursuant to paragraph (d) of this clause. If after such notification, additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any item(s) for which additional funds have not been allotted, pursuant to the clause entitled "Termination for Convenience of the Government".

(d) The parties contemplate that the Government will allot additional funds for continued performance of the contract line items identified in paragraph (a) for this clause and will determine the estimated period of contract performance which will be covered by the funds. The provisions of paragraphs (b) through (d) of this clause will apply in like manner to the additional allotted funds and to the new estimated period of contract performance. The contract will be modified accordingly.

(e) If, solely by reason of failure of the Government to allot additional funds, by the dates indicated below, in amounts sufficient for timely performance of the contract line items identified in paragraph (a) of this

clause, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price of the items, or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "Disputes".

(f) The Government may at any time prior to termination allot additional funds for the performance of the contract line items identified in paragraph (a) of this clause.

(g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "Default". The provisions of this clause are limited to the work and allotment of funds for the contract line items set forth in paragraph (a) of this clause. This clause no longer applies once the contract is fully funded except with the regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraph (d) or (e) of this clause.

(h) Nothing in this clause affects the right of the Government to terminate this contract pursuant to the contract clause entitled "Termination for Convenience of the Government".

(i) The parties contemplate that the Government will obligate funds to this contract in accordance with the following schedule:

**RECAPITULATION: BASE PERIOD**

<b>Total Firm Fixed Price for Base Period:</b>	<b>\$942,628.00</b>
<b>Recap of Funding</b>	
Incremental Funding as of Award:	\$235,657.00
Incremental Funding per Modification 1:	\$0.00
Incremental Funding per Modification 2:	\$235,657.00
Incremental Funding per Modification 3:	\$0.00
Incremental Funding per Modification 4:	\$ 78,551.00
Incremental Funding per Modification 5:	\$159,106.00
Incremental Funding per Modification 6:	<u>\$233,657.00</u>
<b>Total Funded to Date for Base Period:</b>	<b>\$942,628.00</b>
<b>Amount to be funded by Program Office:</b>	<b>\$0.00</b>

(End of Clause)

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				1. CONTRACT ID CODE		PAGE OF PAGES	
						1 10	
2. AMENDMENT/MODIFICATION NO.		3. EFFECTIVE DATE		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)	
0007		08/14/2012		See Schedule			
6. ISSUED BY		CODE		7. ADMINISTERED BY (If other than Item 6)		CODE	
CPOD		CPOD		CPOD		CPOD	
CPOD US Environmental Protection Agency Cincinnati Procurement Operations Division 26 West Martin Luther King Drive Cincinnati OH 45268				CPOD US Environmental Protection Agency Cincinnati Procurement Operations Division 26 West Martin Luther King Drive Cincinnati OH 45268			
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)				(x) 9A. AMENDMENT OF SOLICITATION NO.			
TARITAS POWER SERVICES INC 9259 PINE HILL CT. PO BOX 33 SALINE MI 481769476							
				9B. DATED (SEE ITEM 11)			
				x 10A. MODIFICATION OF CONTRACT/ORDER NO. EP-C-11-052			
				10B. DATED (SEE ITEM 13)			
CODE 074228065		FACILITY CODE		09/29/2011			
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required)				Net Increase:		\$238,258.00	
See Schedule							
<b>13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.</b>							
CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.						
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).						
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:						
X	D. OTHER (Specify type of modification and authority) EPA 1552.217-77 OPTION TO EXTEND THE TERM OF THE CONTRACT FIXED PRICE						
<b>E. IMPORTANT:</b> Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)							
DUNS Number: 074228065							
Managed Operations, Maintenance, and Auxiliary Support Services for the National Vehicle and Fuel Emissions Laboratory							
Max Expire Date: 09/30/2016							
LIST OF CHANGES:							
Reason for Modification : Funding Only Action							
Obligated Amount for this Modification: \$238,258.00							
The purpose of this modification 7 is as follows:							
1. To Exercise Option to extend the term of the contract under Option Period I.							
Continued ...							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)			
				Sandra Savage			
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA		16C. DATE SIGNED	
(Signature of person authorized to sign)				(Signature of Contracting Officer)			

## CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
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2 10NAME OF OFFEROR OR CONTRACTOR  
TARITAS POWER SERVICES INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>2. To provide \$238,258.00 in incremental funding to Option Period I.</p> <p>3. To incorporate the Davis bacon Wage Act General Decision Number: MI120100 08/03/2012 MI100 into the contract, for CLIN 1004. Reference Attachment A.</p> <p>4. To incorporate the Wage Determination No.: 2005-2269 Revision No.: 13, Date of Revision: 06/13/2012. Reference Attachment B.</p> <p>5. All other terms and conditions remain unchanged.</p> <p>CHANGES FOR LINE ITEM NUMBER: 1001 Obligated Amount for this modification: (b)(4) Incremental Funded Amount changed from \$0.00 to (b)(4) Exercised option</p> <p>NEW ACCOUNTING CODE ADDED: Account code: 12-13-C-56EB-101A46X55-2582-1256EE2026-001 Beginning FiscalYear 12 Ending Fiscal Year 13 Fund (Appropriation) C Budget Organization 56EB Quantity: 0 Amount: (b)(4) Percent: 25.26358 Subject To Funding: N</p> <p>CHANGES FOR LINE ITEM NUMBER: 1002 Obligated Amount for this modification: (b)(4) Incremental Funded Amount changed from \$0.00 to (b)(4) Exercised option</p> <p>NEW ACCOUNTING CODE ADDED: Account code: 12-13-C-56EB-101A46X55-2582-1256EE2026-001 Beginning FiscalYear 12 Ending Fiscal Year 13 Fund (Appropriation) C Budget Organization 56EB Quantity: 0 Amount: (b)(4) Continued ...</p>				



## CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
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NAME OF OFFEROR OR CONTRACTOR  
TARITAS POWER SERVICES INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Percent: 24.99929 Subject To Funding: N</p> <p>CHANGES FOR LINE ITEM NUMBER: 1003 Obligated Amount for this modification: (b)(4) Incremental Funded Amount changed from \$0.00 to (b)(4) Exercised option</p> <p>NEW ACCOUNTING CODE ADDED: Account code: 12-13-C-56EB-101A46X55-2582-1256EE2026-001 Beginning FiscalYear 12 Ending Fiscal Year 13 Fund (Appropriation) C Budget Organization 56EB Quantity: 0 Amount: (b)(4) Percent: 24.99237 Subject To Funding: N</p> <p>CHANGES FOR LINE ITEM NUMBER: 1004 Obligated Amount for this modification: (b)(4) Incremental Funded Amount changed from \$0.00 to (b)(4) Exercised option</p> <p>NEW ACCOUNTING CODE ADDED: Account code: 12-13-C-56EB-101A46X55-2582-1256EE2026-001 Beginning FiscalYear 12 Ending Fiscal Year 13 Fund (Appropriation) C Budget Organization 56EB Quantity: 0 Amount: (b)(4) Percent: 25.00167 Subject To Funding: N</p> <p>Delivery Location Code: NVFEL SHIPPING NVFEL - Shipping and Receiving US Environmental Protection Agency National Vehicle and Fuel Emissions 2565 Plymouth Road Ann Arbor MI 48105 USA</p> <p>Continued ...</p>				

## CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
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NAME OF OFFEROR OR CONTRACTOR  
TARITAS POWER SERVICES INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
1001	<p>Payment: RTP Finance Center US Environmental Protection Agency RTP-Finance Center (D143-02) 109 TW Alexander Drive Durham NC 27711 FOB: Destination Period of Performance: 10/01/2011 to 09/30/2013  Change Item 1001 to read as follows (amount shown is the obligated amount):  OPTION I - Labor, equipment, space, materials, supplies, and other direct costs to perform all work required by the PWS. <u>FIXED MONTHLY PRICE</u> Incrementally Funded Amount: (b)(4) Requisition No: PR-OAR-11-00608, PR-OAR-12-02066  Accounting Info: 12-13-C-56EB-101A46X55-2582-1256EE2026-001 BFY: 12 EFY: 13 Fund: C Budget Org: 56EB Program (PRC): 101A46X55 Budget (BOC): 2582 DCN - Line ID: 1256EE2026-001 Funding Flag: Partial Funded: (b)(4)  Change Item 1002 to read as follows (amount shown is the obligated amount):  OPTION I - Supplies and Materials for building and equipment maintenance. <u>Not to Exceed</u> Incrementally Funded Amount: (b)(4) Requisition No: PR-OAR-12-02066  Accounting Info: 12-13-C-56EB-101A46X55-2582-1256EE2026-001 BFY: 12 EFY: 13 Fund: C Budget Org: 56EB Program (PRC): 101A46X55 Budget (BOC): 2582 DCN - Line ID: 1256EE2026-001 Funding Flag: Partial Funded: (b)(4)  Change Item 1003 to read as follows (amount shown Continued ...</p>				(b)(4)
1002	<p>OPTION I - Supplies and Materials for building and equipment maintenance. <u>Not to Exceed</u> Incrementally Funded Amount: (b)(4) Requisition No: PR-OAR-12-02066  Accounting Info: 12-13-C-56EB-101A46X55-2582-1256EE2026-001 BFY: 12 EFY: 13 Fund: C Budget Org: 56EB Program (PRC): 101A46X55 Budget (BOC): 2582 DCN - Line ID: 1256EE2026-001 Funding Flag: Partial Funded: (b)(4)  Change Item 1003 to read as follows (amount shown Continued ...</p>				140,000.00

<b>CONTINUATION SHEET</b>	REFERENCE NO. OF DOCUMENT BEING CONTINUED EP-C-11-052/0007	PAGE	OF
		5	10

NAME OF OFFEROR OR CONTRACTOR  
TARITAS POWER SERVICES INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
1003	<p>is the obligated amount):</p> <p>OPTION I - Overtime. Not to Exceed. Incrementally Funded Amount: (b)(4) Requisition No: PR-OAR-12-02066</p> <p>Accounting Info: 12-13-C-56EB-101A46X55-2582-1256EE2026-001 BFY: 12 EFY: 13 Fund: C Budget Org: 56EB Program (PRC): 101A46X55 Budget (BOC): 2582 DCN - Line ID: 1256EE2026-001 Funding Flag: Partial Funded: (b)(4)</p> <p>Change Item 1004 to read as follows (amount shown is the obligated amount):</p>				13,100.00
1004	<p>OPTION I - Alterations, Modifications, and Construction. Not to Exceed. Incrementally Funded Amount: (b)(4) Requisition No: PR-OAR-12-02066</p> <p>Accounting Info: 12-13-C-56EB-101A46X55-2582-1256EE2026-001 BFY: 12 EFY: 13 Fund: C Budget Org: 56EB Program (PRC): 101A46X55 Budget (BOC): 2582 DCN - Line ID: 1256EE2026-001 Funding Flag: Partial Funded: (b)(4)</p>				60,000.00

**A. PURPOSE OF MODIFICATION**

The purpose of this modification 7 is as follows:

1. To Exercise Option to extend the term of the contract under Option Period I.
2. To provide \$238,258.00 in incremental funding to Option Period I.
3. To incorporate the Davis bacon Wage Act General Decision Number: MI120100 08/03/2012 MI100 into the contract, for CLIN 1004. Reference Attachment A.
4. To incorporate the Wage Determination No.: 2005-2269 Revision No.: 13, Date of Revision: 06/13/2012. Reference Attachment B.
5. All other terms and conditions remain unchanged.

**B. Clause B-1 LOCAL CLAUSES LC-32-11 LIMITATION OF GOVERNMENT'S OBLIGATION**

(a) Contract line items 1 through 4 are incrementally funded. For these items, the sum of \$ 238,258.00 of the total price is presently available for payment and allotted to Option Period I this contract.

(b) For items identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those items for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor will not be obligated to continue work on those items beyond that point. Subject to the clause entitled, "Termination for Convenience of the Government", the Government will not be obligated, under any circumstances, to reimburse the Contractor in excess of the amount payable by the Government in the event of termination of applicable contract line items for convenience including costs, profit, and estimated termination costs for those line items.

(c) Notwithstanding the dates specified in the allotment schedule in paragraph (i) of this clause, the Contractor will notify the Contracting Officer, in writing, at least 5 days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85% of the total amount currently allotted to the contract for performance of the applicable items. The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of applicable line items up to the next scheduled date for allotment of funds identified in paragraph (a) of this clause, or to a substitute date as determined by the Government pursuant to paragraph (d) of this clause. If after such notification, additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any item(s) for which additional funds have not been allotted, pursuant to the clause entitled "Termination for Convenience of the Government".

(d) The parties contemplate that the Government will allot additional funds



Managed Operations, Maintenance, and Auxiliary Support Services for the  
National Vehicle and Fuel Emissions Laboratory  
Contract: EP-11C-052 Modification 7

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for continued performance of the contract line items identified in paragraph (a) for this clause and will determine the estimated period of contract performance which will be covered by the funds. The provisions of paragraphs (b) through (d) of this clause will apply in like manner to the additional allotted funds and to the new estimated period of contract performance. The contract will be modified accordingly.

(e) If, solely by reason of failure of the Government to allot additional funds, by the dates indicated below, in amounts sufficient for timely performance of the contract line items identified in paragraph (a) of this clause, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price of the items, or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "Disputes".

(f) The Government may at any time prior to termination allot additional funds for the performance of the contract line items identified in paragraph (a) of this clause.

(g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "Default". The provisions of this clause are limited to the work and allotment of funds for the contract line items set forth in paragraph (a) of this clause. This clause no longer applies once the contract is fully funded except with the regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraph (d) or (e) of this clause.

(h) Nothing in this clause affects the right of the Government to terminate this contract pursuant to the contract clause entitled "Termination for Convenience of the Government".

(i) The parties contemplate that the Government will obligate funds to this contract in accordance with the following schedule:

**RECAPITULATION: BASE PERIOD**

<b>Total Firm Fixed Price for Base Period:</b>	<b>\$942,628.00</b>
<b>Recap of Funding</b>	
Incremental Funding as of Award:	\$235,657.00
Incremental Funding per Modification 1:	\$0.00
Incremental Funding per Modification 2:	\$235,657.00
Incremental Funding per Modification 3:	\$0.00
Incremental Funding per Modification 4:	\$ 78,551.00
Incremental Funding per Modification 5:	\$159,106.00
Incremental Funding per Modification 6:	<u>\$233,657.00</u>
<b>Total Funded to Date for Base Period:</b>	<b>\$942,628.00</b>
<b>Amount to be funded by Program Office:</b>	<b>\$0.00</b>

**RECAPITULATION: OPTION PERIOD I**

Total Firm Fixed Price for Option Period I:	\$945,316.00
Recap of Funding	
Incremental Funding per Modification 7:	<u>\$238,258.00</u>
Total Funded to Date for Option Period I:	\$238,258.00
Amount to be funded by Program Office:	\$707,058.00

(End of Clause)

The following contract clauses have been modified as follows:

## **B-2 LOCAL CLAUSES LC-32-10 CONSIDERATION AND PAYMENT**

(a) The following contract line items are established for this contract:

CONTRACT LINE ITEM (CLIN)	DESCRIPTION	MONTHLY PRICE	TOTAL PRICE
CLIN 1001 – Option I	Provide all labor, equipment, space (unless otherwise noted), materials, supplies and other direct costs to perform all work required by the Performance Work Statement under Attachment 1, except CLINs 2, 3, and 4.	(b)(4)	(b)(4)
CLIN 1002 – Option I	Supplies and Materials for build and equipment maintenance as required by Attachment 1, Section 3.0	Actual Incurred Costs	\$140,000 Not to Exceed
CLIN 1003 – Option I	Overtime as required by Attachment 1, Section 4.0	Actual Incurred Costs	\$13,100 Not to Exceed
CLIN 1004 – Option I	Alterations, Modifications, and Construction as required by Attachment 1, Section 3.3.1.1	Actual Incurred Costs	\$60,000 Not to Exceed

## **F-3 LOCAL CLAUSES 52.212-140 PERIOD OF PERFORMANCE**

The period of performance of this contract shall be from October 1, 2011 through September 30, 2013 inclusive of all required reports.

**D.** The Attached Davis Bacon Wage Act General Decision Number: MI120100 Date of Revision: 08/03/2012 into the contract, for CLIN 1004. Reference Attachment A, and U.S. DOL Wage Determination No.: 2005-2269 Revision No.: 13, Date of Revision: 06/13/2012. Reference Attachment B, are incorporated into the contract and are applicable for Option Period I.

**EP-C-11-052**  
**Option Period I Recapitulation of Funds**  
10/01/2012 - 09/30/2013

Funding Action	CLIN 0001 Type: FFP	CLIN 0002 Type: NTE	CLIN 0003 Type: NTE	CLIN 0004 Type: NTE	All CLIN TOTAL
Mod 7	(b)(4)			\$15,001.00	\$238,258.00
Total Funded	\$184,984.00	\$34,999.00	\$3,274.00	\$15,001.00	\$238,258.00
Total Per Contract	\$732,216.00	\$140,000.00	\$13,100.00	\$60,000.00	\$945,316.00
Balance Unfunded	\$547,232.00	\$105,001.00	\$9,826.00	\$44,999.00	\$707,058.00

## Attachment A

General Decision Number: MI120100 08/03/2012 MI100

Superseded General Decision Number: MI20100204

State: Michigan

Construction Type: Building

County: Washtenaw County in Michigan.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Modification Number	Publication Date
0	01/06/2012
1	01/13/2012
2	03/02/2012
3	03/23/2012
4	05/04/2012
5	06/01/2012
6	07/06/2012
7	08/03/2012

ASBE0025-003 06/01/2012

Townships of Ann Arbor, Augusta, Lodi, Northfield, Pittsfield, Salem, Saline, Scio, Superior, Webster, Ypsilanti &amp; York

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR.....	\$ 31.49	27.56

ASBE0047-001 07/02/2011

Townships of Bridgewater, Dexter, Freedom, Lims, Lyndon, Manchester, Sharon &amp; Sylvan

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR.....	\$ 28.47	15.63

BOIL0169-001 01/01/2012

	Rates	Fringes
BOILERMAKER.....	\$ 31.88	25.89

BRMI0009-010 06/01/2012

	Rates	Fringes
BRICKLAYER.....	\$ 31.71	17.40
TILE FINISHER.....	\$ 25.62	16.81
TILE SETTER.....	\$ 31.64	16.81



\* CARP0687-001 06/01/2012

	Rates	Fringes
CARPENTER, Includes Drywall Hanging, Form Work, and Metal Stud Installation.....	\$ 29.19	22.77

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\* CARP1045-001 06/01/2012

	Rates	Fringes
CARPENTER (Floor Layer - Carpet, Resilient, & Vinyl Flooring).....	\$ 26.70	20.37

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CARP1102-002 06/01/2011

	Rates	Fringes
MILLWRIGHT.....	\$ 32.02	26.14

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ELEC0252-010 06/04/2012

	Rates	Fringes
ELECTRICIAN.....	\$ 38.98	20.18

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ENGI0324-017 06/01/2012

	Rates	Fringes
OPERATOR: Power Equipment		
GROUP 1.....	\$ 38.59	20.30
GROUP 2.....	\$ 37.09	20.30
GROUP 3.....	\$ 35.59	20.30
GROUP 4.....	\$ 35.29	20.30
GROUP 5.....	\$ 34.47	20.30
GROUP 6.....	\$ 33.61	20.30
GROUP 7.....	\$ 32.64	20.30
GROUP 8.....	\$ 30.93	20.30
GROUP 9.....	\$ 22.59	20.30

#### FOOTNOTES:

Tower cranes: to be paid the crane operator rate determined by the combined length of the mast and the boom. If the worker must climb 50 ft. or more to the work station, \$.25 per hour additional.

Derrick and cranes where the operator must climb 50 ft. or more to the work station, \$.25 per hour additional to the applicable crane operator rate.

#### POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Crane with boom and jib or leads 400' or longer

GROUP 2: Crane with boom and jib or leads 300' or longer

GROUP 3: Crane with boom and jib or leads 220' or longer

GROUP 4: Crane with boom and jib or leads 140' or longer

GROUP 5: Crane with boom and jib or leads 120' or longer

GROUP 6: Regular crane operator, and concrete pump with boom operator

GROUP 7: Backhoe/Excavator/Trackhoe, bobcat/skid Loader, broom/sweeper, bulldozer, grader/blade, highlift, hoist, loader, roller, scraper, tractor & trencher

GROUP 8: Forklift & extend-a-boom forklift

GROUP 9: Oiler

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IRON0025-019 06/04/2012

	Rates	Fringes
IRONWORKER		
REINFORCING.....	\$ 28.74	23.35
STRUCTURAL.....	\$ 33.29	25.34

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LABO0334-005 07/01/2012

	Rates	Fringes
LABORER: Landscape & Irrigation		
GROUP 1.....	\$ 20.96	6.50
GROUP 2.....	\$ 16.74	6.50

#### CLASSIFICATIONS

GROUP 1: Landscape specialist, including air, gas and diesel equipment operator, lawn sprinkler installer, skidsteer (or equivalent)

GROUP 2: Landscape laborer: small power tool operator, material mover, truck driver and lawn sprinkler installer tender

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LABO0499-005 08/01/2011

	Rates	Fringes
LABORER		
Common or General; Grade Checker; Sandblaster.....	\$ 26.69	12.74
Mason Tender - Brick; Mason Tender -		
Cement/Concrete.....	\$ 26.89	12.74
Pipelayer.....	\$ 27.01	12.74

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PAIN0022-003 07/01/2009

	Rates	Fringes
PAINTER: Brush and Roller.....	\$ 25.06	14.75

PAINTER: Drywall		
Finishing/Taping.....	\$ 25.75	15.90
PAINTER: Spray.....	\$ 25.86	14.75

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PAIN0357-002 06/01/2011

	Rates	Fringes
GLAZIER.....	\$ 28.96	16.49

PAID HOLIDAYS: New Year's Day, Decoration Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day; provided that the employee has worked the last full regular scheduled work day prior to the holiday, and the first full regular scheduled work day following the holiday, provided the employee is physically able to work.

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PLAS0514-006 11/01/2011

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 31.91	14.34

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\* PLUM0190-004 06/01/2012

	Rates	Fringes
PIPEFITTER (Including HVAC Pipe Installation; Excluding HVAC System Installation).....	\$ 37.44	19.92
PLUMBER, Excludes HVAC Pipe and Unit Installation.....	\$ 37.44	19.92

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ROOF0070-001 06/01/2011

	Rates	Fringes
ROOFER.....	\$ 29.87	14.47

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SFMI0704-001 01/01/2012

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 40.56	21.36

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\* SHEE0080-001 07/01/2011

	Rates	Fringes
SHEET METAL WORKER, Includes HVAC Duct and Unit Installation.....	\$ 33.96	24.33

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\* SUMI2011-025 02/01/2011

	Rates	Fringes
IRONWORKER, ORNAMENTAL.....	\$ 18.48	7.93

TRUCK DRIVER: Tractor Haul  
 Truck.....\$ 13.57 1.18

\* TEAM0247-001 06/01/2012

	Rates	Fringes
TRUCK DRIVER		
GROUP 1		
Flatbed; Pickup; Dump & Tandem.....	\$ 25.69	a
GROUP 2		
Semi.....	\$ 25.84	a
GROUP 3		
Lowboy.....	\$ 25.94	a

PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. If any of the above holidays fall on a Sunday, the following Monday shall be considered the holiday and, if work is performed, the rate shall be double time.

FOOTNOTE:

a. \$346.20 per week, plus \$53.00 per day.

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is union or non-union.

Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters, PLUM, indicate the international union and the four-digit number, 0198, that follows indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2011, following these

characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rate.

#### Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

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#### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:



Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====  
END OF GENERAL DECISION

## Attachment B

WD 05-2269 (Rev.-13) was first posted on www.wdol.gov on 06/19/2012

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REGISTER OF WAGE DETERMINATIONS UNDER		U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT		EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor		WAGE AND HOUR DIVISION
		WASHINGTON D.C. 20210

Diane C. Koplewski	Division of		Wage Determination No.: 2005-2269
Director	Wage Determinations		Revision No.: 13
			Date Of Revision: 06/13/2012

State: Michigan

Area: Michigan Counties of Lenawee, Washtenaw

**Fringe Benefits Required Follow the Occupational Listing**		
OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		14.22
01012 - Accounting Clerk II		15.96
01013 - Accounting Clerk III		18.77
01020 - Administrative Assistant		26.95
01040 - Court Reporter		19.80
01051 - Data Entry Operator I		13.85
01052 - Data Entry Operator II		15.12
01060 - Dispatcher, Motor Vehicle		21.98
01070 - Document Preparation Clerk		15.38
01090 - Duplicating Machine Operator		15.38
01111 - General Clerk I		13.37
01112 - General Clerk II		14.60
01113 - General Clerk III		16.39
01120 - Housing Referral Assistant		22.04
01141 - Messenger Courier		11.47
01191 - Order Clerk I		14.16
01192 - Order Clerk II		15.83
01261 - Personnel Assistant (Employment) I		17.30
01262 - Personnel Assistant (Employment) II		19.35
01263 - Personnel Assistant (Employment) III		21.57
01270 - Production Control Clerk		21.45
01280 - Receptionist		13.67
01290 - Rental Clerk		15.38
01300 - Scheduler, Maintenance		17.30
01311 - Secretary I		17.30
01312 - Secretary II		19.35
01313 - Secretary III		22.04
01320 - Service Order Dispatcher		19.04
01410 - Supply Technician		25.70
01420 - Survey Worker		18.56
01531 - Travel Clerk I		13.02
01532 - Travel Clerk II		14.14
01533 - Travel Clerk III		15.31
01611 - Word Processor I		15.07
01612 - Word Processor II		16.92
01613 - Word Processor III		18.93
05000 - Automotive Service Occupations		
05005 - Automobile Body Repairer, Fiberglass		25.09
05010 - Automotive Electrician		22.58
05040 - Automotive Glass Installer		21.84
05070 - Automotive Worker		21.84

05110 - Mobile Equipment Servicer	20.43
05130 - Motor Equipment Metal Mechanic	23.31
05160 - Motor Equipment Metal Worker	21.84
05190 - Motor Vehicle Mechanic	23.31
05220 - Motor Vehicle Mechanic Helper	19.71
05250 - Motor Vehicle Upholstery Worker	21.12
05280 - Motor Vehicle Wrecker	21.84
05310 - Painter, Automotive	22.58
05340 - Radiator Repair Specialist	21.84
05370 - Tire Repairer	18.30
05400 - Transmission Repair Specialist	23.31
07000 - Food Preparation And Service Occupations	
07010 - Baker	15.07
07041 - Cook I	13.99
07042 - Cook II	15.07
07070 - Dishwasher	11.35
07130 - Food Service Worker	11.35
07210 - Meat Cutter	16.29
07260 - Waiter/Waitress	12.05
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	22.98
09040 - Furniture Handler	18.10
09080 - Furniture Refinisher	22.98
09090 - Furniture Refinisher Helper	20.13
09110 - Furniture Repairer, Minor	21.55
09130 - Upholsterer	22.98
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	14.91
11060 - Elevator Operator	14.91
11090 - Gardener	17.80
11122 - Housekeeping Aide	13.40
11150 - Janitor	13.41
11210 - Laborer, Grounds Maintenance	14.78
11240 - Maid or Houseman	12.07
11260 - Pruner	13.63
11270 - Tractor Operator	15.88
11330 - Trail Maintenance Worker	14.78
11360 - Window Cleaner	14.24
12000 - Health Occupations	
12010 - Ambulance Driver	17.90
12011 - Breath Alcohol Technician	19.72
12012 - Certified Occupational Therapist Assistant	22.17
12015 - Certified Physical Therapist Assistant	22.17
12020 - Dental Assistant	17.78
12025 - Dental Hygienist	35.19
12030 - EKG Technician	26.77
12035 - Electroneurodiagnostic Technologist	26.77
12040 - Emergency Medical Technician	17.90
12071 - Licensed Practical Nurse I	17.61
12072 - Licensed Practical Nurse II	19.72
12073 - Licensed Practical Nurse III	21.34
12100 - Medical Assistant	14.38
12130 - Medical Laboratory Technician	22.29
12160 - Medical Record Clerk	16.13
12190 - Medical Record Technician	19.47
12195 - Medical Transcriptionist	18.11
12210 - Nuclear Medicine Technologist	33.73
12221 - Nursing Assistant I	11.25
12222 - Nursing Assistant II	12.27
12223 - Nursing Assistant III	13.40
12224 - Nursing Assistant IV	15.04

12235 - Optical Dispenser	19.36
12236 - Optical Technician	17.61
12250 - Pharmacy Technician	17.43
12280 - Phlebotomist	15.04
12305 - Radiologic Technologist	26.11
12311 - Registered Nurse I	29.83
12312 - Registered Nurse II	32.20
12313 - Registered Nurse II, Specialist	32.20
12314 - Registered Nurse III	44.14
12315 - Registered Nurse III, Anesthetist	44.14
12316 - Registered Nurse IV	52.92
12317 - Scheduler (Drug and Alcohol Testing)	24.04
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	21.47
13012 - Exhibits Specialist II	26.61
13013 - Exhibits Specialist III	32.54
13041 - Illustrator I	21.64
13042 - Illustrator II	28.26
13043 - Illustrator III	33.45
13047 - Librarian	30.28
13050 - Library Aide/Clerk	13.49
13054 - Library Information Technology Systems Administrator	25.71
13058 - Library Technician	18.56
13061 - Media Specialist I	18.54
13062 - Media Specialist II	20.75
13063 - Media Specialist III	23.13
13071 - Photographer I	19.42
13072 - Photographer II	22.61
13073 - Photographer III	29.56
13074 - Photographer IV	34.28
13075 - Photographer V	39.82
13110 - Video Teleconference Technician	19.13
14000 - Information Technology Occupations	
14041 - Computer Operator I	16.74
14042 - Computer Operator II	19.20
14043 - Computer Operator III	21.16
14044 - Computer Operator IV	23.46
14045 - Computer Operator V	25.58
14071 - Computer Programmer I	(see 1) 22.60
14072 - Computer Programmer II	(see 1)
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	16.74
14160 - Personal Computer Support Technician	23.46
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	32.52
15020 - Aircrew Training Devices Instructor (Rated)	39.35
15030 - Air Crew Training Devices Instructor (Pilot)	45.62
15050 - Computer Based Training Specialist / Instructor	32.52
15060 - Educational Technologist	30.30
15070 - Flight Instructor (Pilot)	45.62
15080 - Graphic Artist	25.87
15090 - Technical Instructor	24.59
15095 - Technical Instructor/Course Developer	32.69
15110 - Test Proctor	21.80
15120 - Tutor	21.80
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	

16010 - Assembler	10.00
16030 - Counter Attendant	10.00
16040 - Dry Cleaner	13.34
16070 - Finisher, Flatwork, Machine	10.00
16090 - Presser, Hand	10.00
16110 - Presser, Machine, Drycleaning	10.00
16130 - Presser, Machine, Shirts	10.00
16160 - Presser, Machine, Wearing Apparel, Laundry	10.00
16190 - Sewing Machine Operator	14.52
16220 - Tailor	15.65
16250 - Washer, Machine	11.08
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	26.18
19040 - Tool And Die Maker	29.03
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	20.65
21030 - Material Coordinator	24.54
21040 - Material Expediter	24.54
21050 - Material Handling Laborer	15.24
21071 - Order Filler	15.25
21080 - Production Line Worker (Food Processing)	20.65
21110 - Shipping Packer	17.34
21130 - Shipping/Receiving Clerk	17.34
21140 - Store Worker I	17.19
21150 - Stock Clerk	21.86
21210 - Tools And Parts Attendant	20.65
21410 - Warehouse Specialist	20.65
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	27.20
23021 - Aircraft Mechanic I	26.35
23022 - Aircraft Mechanic II	27.20
23023 - Aircraft Mechanic III	28.07
23040 - Aircraft Mechanic Helper	19.51
23050 - Aircraft, Painter	25.57
23060 - Aircraft Servicer	22.27
23080 - Aircraft Worker	23.38
23110 - Appliance Mechanic	23.56
23120 - Bicycle Repairer	18.30
23125 - Cable Splicer	27.91
23130 - Carpenter, Maintenance	25.65
23140 - Carpet Layer	25.15
23160 - Electrician, Maintenance	32.65
23181 - Electronics Technician Maintenance I	25.50
23182 - Electronics Technician Maintenance II	27.07
23183 - Electronics Technician Maintenance III	28.00
23260 - Fabric Worker	23.75
23290 - Fire Alarm System Mechanic	26.30
23310 - Fire Extinguisher Repairer	22.37
23311 - Fuel Distribution System Mechanic	26.51
23312 - Fuel Distribution System Operator	22.77
23370 - General Maintenance Worker	23.96
23380 - Ground Support Equipment Mechanic	26.35
23381 - Ground Support Equipment Servicer	22.27
23382 - Ground Support Equipment Worker	23.38
23391 - Gunsmith I	22.37
23392 - Gunsmith II	24.10
23393 - Gunsmith III	25.75
23410 - Heating, Ventilation And Air-Conditioning Mechanic	27.61
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	28.40



23430 - Heavy Equipment Mechanic	29.63
23440 - Heavy Equipment Operator	25.52
23460 - Instrument Mechanic	28.93
23465 - Laboratory/Shelter Mechanic	24.89
23470 - Laborer	16.69
23510 - Locksmith	23.44
23530 - Machinery Maintenance Mechanic	28.66
23550 - Machinist, Maintenance	27.99
23580 - Maintenance Trades Helper	19.73
23591 - Metrology Technician I	28.93
23592 - Metrology Technician II	29.73
23593 - Metrology Technician III	30.69
23640 - Millwright	34.10
23710 - Office Appliance Repairer	24.76
23760 - Painter, Maintenance	26.60
23790 - Pipefitter, Maintenance	29.87
23810 - Plumber, Maintenance	29.24
23820 - Pneudraulic Systems Mechanic	25.75
23850 - Rigger	25.94
23870 - Scale Mechanic	24.10
23890 - Sheet-Metal Worker, Maintenance	29.24
23910 - Small Engine Mechanic	23.98
23931 - Telecommunications Mechanic I	26.78
23932 - Telecommunications Mechanic II	27.49
23950 - Telephone Lineman	25.23
23960 - Welder, Combination, Maintenance	26.46
23965 - Well Driller	25.34
23970 - Woodcraft Worker	26.30
23980 - Woodworker	22.37
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	13.85
24580 - Child Care Center Clerk	18.10
24610 - Chore Aide	11.09
24620 - Family Readiness And Support Services Coordinator	17.41
24630 - Homemaker	19.20
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	28.00
25040 - Sewage Plant Operator	25.78
25070 - Stationary Engineer	28.00
25190 - Ventilation Equipment Tender	22.06
25210 - Water Treatment Plant Operator	25.67
27000 - Protective Service Occupations	
27004 - Alarm Monitor	20.29
27007 - Baggage Inspector	12.93
27008 - Corrections Officer	23.65
27010 - Court Security Officer	23.72
27030 - Detection Dog Handler	18.96
27040 - Detention Officer	23.65
27070 - Firefighter	21.27
27101 - Guard I	12.93
27102 - Guard II	18.96
27131 - Police Officer I	27.65
27132 - Police Officer II	30.72
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	14.14
28042 - Carnival Equipment Repairer	14.65
28043 - Carnival Equipment Worker	12.22
28210 - Gate Attendant/Gate Tender	14.59
28310 - Lifeguard	13.00
28350 - Park Attendant (Aide)	16.32

28510 - Recreation Aide/Health Facility Attendant	11.16
28515 - Recreation Specialist	17.46
28630 - Sports Official	13.00
28690 - Swimming Pool Operator	20.87
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	24.84
29020 - Hatch Tender	24.84
29030 - Line Handler	24.84
29041 - Stevedore I	24.00
29042 - Stevedore II	25.70
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	38.88
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	26.82
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	29.53
30021 - Archeological Technician I	20.08
30022 - Archeological Technician II	22.47
30023 - Archeological Technician III	27.83
30030 - Cartographic Technician	27.83
30040 - Civil Engineering Technician	25.65
30061 - Drafter/CAD Operator I	20.08
30062 - Drafter/CAD Operator II	22.47
30063 - Drafter/CAD Operator III	25.05
30064 - Drafter/CAD Operator IV	30.82
30081 - Engineering Technician I	18.36
30082 - Engineering Technician II	21.64
30083 - Engineering Technician III	24.21
30084 - Engineering Technician IV	30.00
30085 - Engineering Technician V	36.70
30086 - Engineering Technician VI	44.38
30090 - Environmental Technician	23.66
30210 - Laboratory Technician	20.83
30240 - Mathematical Technician	27.83
30361 - Paralegal/Legal Assistant I	20.88
30362 - Paralegal/Legal Assistant II	25.86
30363 - Paralegal/Legal Assistant III	31.63
30364 - Paralegal/Legal Assistant IV	38.28
30390 - Photo-Optics Technician	28.08
30461 - Technical Writer I	24.37
30462 - Technical Writer II	29.82
30463 - Technical Writer III	36.08
30491 - Unexploded Ordnance (UXO) Technician I	24.71
30492 - Unexploded Ordnance (UXO) Technician II	29.90
30493 - Unexploded Ordnance (UXO) Technician III	35.84
30494 - Unexploded (UXO) Safety Escort	24.71
30495 - Unexploded (UXO) Sweep Personnel	24.71
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2) 24.80
30621 - Weather Observer, Senior	(see 2) 27.55
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	13.47
31030 - Bus Driver	17.19
31043 - Driver Courier	17.03
31260 - Parking and Lot Attendant	13.20
31290 - Shuttle Bus Driver	18.55
31310 - Taxi Driver	13.70
31361 - Truckdriver, Light	18.08
31362 - Truckdriver, Medium	19.61
31363 - Truckdriver, Heavy	21.82
31364 - Truckdriver, Tractor-Trailer	21.82
99000 - Miscellaneous Occupations	
99030 - Cashier	10.62

99050 - Desk Clerk	10.62
99095 - Embalmer	26.66
99251 - Laboratory Animal Caretaker I	13.77
99252 - Laboratory Animal Caretaker II	15.32
99310 - Mortician	28.35
99410 - Pest Controller	20.39
99510 - Photofinishing Worker	15.49
99710 - Recycling Laborer	15.07
99711 - Recycling Specialist	16.58
99730 - Refuse Collector	16.82
99810 - Sales Clerk	12.09
99820 - School Crossing Guard	11.92
99830 - Survey Party Chief	22.62
99831 - Surveying Aide	12.97
99832 - Surveying Technician	19.86
99840 - Vending Machine Attendant	20.52
99841 - Vending Machine Repairer	22.53
99842 - Vending Machine Repairer Helper	20.52

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.71 per hour or \$148.40 per week or \$643.07 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, 4 weeks after 15 years, and 5 weeks after 20 years.

Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am.

If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives.

Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

#### \*\* UNIFORM ALLOWANCE \*\*

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to

this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

#### Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process



the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE		PAGE OF PAGES	
				1 6	
2. AMENDMENT/MODIFICATION NO.		3. EFFECTIVE DATE		4. REQUISITION/PURCHASE REQ. NO.	
0008		See Block 16C		PR-OAR-11-00608	
6. ISSUED BY		CODE		5. PROJECT NO. (If applicable)	
CPOD		CPOD		CPOD	
CPOD US Environmental Protection Agency Cincinnati Procurement Operations Division 26 West Martin Luther King Drive Cincinnati OH 45268		CPOD US Environmental Protection Agency Cincinnati Procurement Operations Division 26 West Martin Luther King Drive Cincinnati OH 45268			
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)		(x)		9A. AMENDMENT OF SOLICITATION NO.	
TARITAS POWER SERVICES INC 9259 PINE HILL CT. PO BOX 33 SALINE MI 481769476				9B. DATED (SEE ITEM 11)	
		x		10A. MODIFICATION OF CONTRACT/ORDER NO. EP-C-11-052	
				10B. DATED (SEE ITEM 13) 09/29/2011	
CODE 074228065		FACILITY CODE			

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.  
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

**12. ACCOUNTING AND APPROPRIATION DATA (If required)**

See Schedule

**13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) IAW 52.222-43 Fair Labor Standards Act and Service Contract Act - Price Adjustment

**E. IMPORTANT:** Contractor ☐ is not, ☒ is required to sign this document and return 1 copies to the issuing office.

**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**

DUNS Number: 074228065

Managed Operations, Maintenance, and Auxiliary Support Services for the National Vehicle and Fuel Emissions Laboratory

Max Expire Date: 09/30/2016

LIST OF CHANGES:

Reason for Modification : Other Administrative Action

The purpose of this modification 8 is as follows:

1. Equitably adjust CLIN 1001 (Option Period 1) increasing the firm fixed price by (b)(4) from (b)(4) to (b)(4) as a result of the Modification 7 incorporation  
Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		Sandra Savage	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

## CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
EP-C-11-052/0008PAGE OF  
2 6NAME OF OFFEROR OR CONTRACTOR  
TARITAS POWER SERVICES INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>of Wage Determination No.: 2005-2269 Revision No.: 13, Date of Revision: 06/13/2012.</p> <p>2. All other terms and conditions remain unchanged.</p> <p>CHANGES FOR LINE ITEM NUMBER: 1001 Total Amount changed from (b)(4) to (b)(4)</p> <p>Delivery Location Code: NVFEL SHIPPING NVFEL - Shipping and Receiving US Environmental Protection Agency National Vehicle and Fuel Emissions 2565 Plymouth Road Ann Arbor MI 48105 USA</p> <p>Payment: RTP Finance Center US Environmental Protection Agency RTP-Finance Center (D143-02) 109 TW Alexander Drive Durham NC 27711</p> <p>FOB: Destination Period of Performance: 10/01/2011 to 09/30/2016</p> <p>Change Item 1001 to read as follows (amount shown is the obligated amount):</p>				
1001	<p>OPTION I - Labor, equipment, space, materials, supplies, and other direct costs to perform all work required by the PWS. FIXED MONTHLY PRICE Incrementally Funded Amount: (b)(4)</p> <p>Accounting Info: 11-12-C-56EB-101A61C55-2582-1156EE1024-001 BFY: 11 EFY: 12 Fund: C Budget Org: 56EB Program (PRC): 101A61C55 Budget (BOC): 2582 DCN - Line ID: 1156EE1024-001 Funding Flag: Complete Funded: \$0.00 Accounting Info: 12-13-C-56EB-101A46X55-2582-1256EE2026-001 BFY: 12 EFY: 13 Fund: C Budget Org: 56EB Program (PRC): 101A46X55 Budget (BOC): 2582 DCN - Line ID: 1256EE2026-001 Funding Flag: Complete Funded: \$0.00</p>				(b)(4)

**A. PURPOSE OF MODIFICATION**

The purpose of this modification 8 is as follows:

1. Equitably adjust CLIN 1001 (Option Period 1) increasing the firm fixed price by (b)(4) from (b)(4) to (b)(4) as a result of the Modification 7 incorporation of Wage Determination No.: 2005-2269 Revision No.: 13, Date of Revision: 06/13/2012.
2. All other terms and conditions remain unchanged.

**B. Clause B-1 LOCAL CLAUSES LC-32-11 LIMITATION OF GOVERNMENT'S OBLIGATION**

(a) Contract line items 1 through 4 are incrementally funded. For these items, the sum of \$ 238,258.00 of the total price is presently available for payment and allotted to Option Period I this contract.

(b) For items identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those items for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor will not be obligated to continue work on those items beyond that point. Subject to the clause entitled, "Termination for Convenience of the Government", the Government will not be obligated, under any circumstances, to reimburse the Contractor in excess of the amount payable by the Government in the event of termination of applicable contract line items for convenience including costs, profit, and estimated termination costs for those line items.

(c) Notwithstanding the dates specified in the allotment schedule in paragraph (i) of this clause, the Contractor will notify the Contracting Officer, in writing, at least 5 days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85% of the total amount currently allotted to the contract for performance of the applicable items. The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of applicable line items up to the next scheduled date for allotment of funds identified in paragraph (a) of this clause, or to a substitute date as determined by the Government pursuant to paragraph (d) of this clause. If after such notification, additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any item(s) for which additional funds have not been allotted, pursuant to the clause entitled "Termination for Convenience of the Government".

(d) The parties contemplate that the Government will allot additional funds for continued performance of the contract line items identified in paragraph (a) for this clause and will determine the estimated period of contract performance which will be covered by the funds. The provisions of paragraphs (b) through (d) of this clause will apply in like manner to the additional allotted funds and to the new estimated period of contract performance. The contract will be modified accordingly.

Managed Operations, Maintenance, and Auxiliary Support Services for the  
National Vehicle and Fuel Emissions Laboratory  
Contract: EP-11C-052 Modification 8

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(e) If, solely by reason of failure of the Government to allot additional funds, by the dates indicated below, in amounts sufficient for timely performance of the contract line items identified in paragraph (a) of this clause, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price of the items, or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "Disputes".

(f) The Government may at any time prior to termination allot additional funds for the performance of the contract line items identified in paragraph (a) of this clause.

(g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "Default". The provisions of this clause are limited to the work and allotment of funds for the contract line items set forth in paragraph (a) of this clause. This clause no longer applies once the contract is fully funded except with the regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraph (d) or (e) of this clause.

(h) Nothing in this clause affects the right of the Government to terminate this contract pursuant to the contract clause entitled "Termination for Convenience of the Government".

(i) The parties contemplate that the Government will obligate funds to this contract in accordance with the following schedule:

**RECAPITULATION: BASE PERIOD**

<b>Total Firm Fixed Price for Base Period:</b>	<b>\$942,628.00</b>
<b>Recap of Funding</b>	
Incremental Funding as of Award:	\$235,657.00
Incremental Funding per Modification 1:	\$0.00
Incremental Funding per Modification 2:	\$235,657.00
Incremental Funding per Modification 3:	\$0.00
Incremental Funding per Modification 4:	\$ 78,551.00
Incremental Funding per Modification 5:	\$159,106.00
Incremental Funding per Modification 6:	<u>\$233,657.00</u>
<b>Total Funded to Date for Base Period:</b>	<b>\$942,628.00</b>
<b>Amount to be funded by Program Office:</b>	<b>\$0.00</b>

**RECAPITULATION: OPTION PERIOD I**

<b>Price for Option Period I:</b>	<b>\$945,316.00</b>
<b>Increase per Mod 8:</b>	<b><u>\$ 2,620.80</u></b>
<b>Total Firm Fixed Price for Option Period I:</b>	<b>\$947,936.80</b>

Managed Operations, Maintenance, and Auxiliary Support Services for the  
National Vehicle and Fuel Emissions Laboratory  
Contract: EP-11C-052 Modification 8

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**Recap of Funding**

<b>Incremental Funding per Modification 7:</b>	<b><u>\$238,258.00</u></b>
<b>Total Funded to Date for Option Period I:</b>	<b>\$238,258.00</b>
<b>Amount to be funded by Program Office:</b>	<b>\$709,678.80</b>

(End of Clause)

The following contract clauses have been modified as follows:

**B-2 LOCAL CLAUSES LC-32-10 CONSIDERATION AND PAYMENT**

(a) The following contract line items are established for this contract:

CONTRACT LINE ITEM (CLIN)	DESCRIPTION	MONTHLY PRICE	TOTAL PRICE
CLIN 1001 – Option I	Provide all labor, equipment, space (unless otherwise noted), materials, supplies and other direct costs to perform all work required by the Performance Work Statement under Attachment 1, except CLINs 2, 3, and 4.	(b)(4)	(b)(4)
CLIN 1002 – Option I	Supplies and Materials for build and equipment maintenance as required by Attachment 1, Section 3.0	Actual Incurred Costs	\$140,000 Not to Exceed
CLIN 1003 – Option I	Overtime as required by Attachment 1, Section 4.0	Actual Incurred Costs	\$13,100 Not to Exceed
CLIN 1004 – Option I	Alterations, Modifications, and Construction as required by Attachment 1, Section 3.3.1.1	Actual Incurred Costs	\$60,000 Not to Exceed



<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE		PAGE OF PAGES	
				1	6
2. AMENDMENT/MODIFICATION NO. 0009		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. See Schedule	
5. PROJECT NO. (If applicable)					
6. ISSUED BY CODE		CP0D		7. ADMINISTERED BY (If other than Item 6) CODE CP0D	
CP0D US Environmental Protection Agency Cincinnati Procurement Operations Division 26 West Martin Luther King Drive Cincinnati OH 45268		CP0D US Environmental Protection Agency Cincinnati Procurement Operations Division 26 West Martin Luther King Drive Cincinnati OH 45268			
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)		(x) 9A. AMENDMENT OF SOLICITATION NO.			
TARITAS POWER SERVICES INC 9259 PINE HILL CT. PO BOX 33 SALINE MI 481769476		9B. DATED (SEE ITEM 11)			
		x 10A. MODIFICATION OF CONTRACT/ORDER NO. EP-C-11-052			
		10B. DATED (SEE ITEM 13) 09/29/2011			
CODE 074228065		FACILITY CODE			

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. **FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER.** If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)		Net Increase:	\$238,254.00
See Schedule			

**13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)
X	CLAUSE B.1 LIMITATION OF GOVERNMENT'S OBLIGATION

**E. IMPORTANT:** Contractor ☒ is not, ☐ is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

DUNS Number: 074228065

Managed Operations, Maintenance, and Auxiliary Support Services for the National Vehicle and Fuel Emissions Laboratory

Max Expire Date: 09/30/2016

LIST OF CHANGES:

Reason for Modification : Funding Only Action

Obligated Amount for this Modification: \$238,254.00

CHANGES FOR LINE ITEM NUMBER: 1001

Obligated Amount for this modification: (b)(4)

Incremental Funded Amount changed from (b)(4) to (b)(4)

Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		Sandra Savage	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
_____ (Signature of person authorized to sign)		_____ (Signature of Contracting Officer)	

## CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED

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NAME OF OFFEROR OR CONTRACTOR  
TARITAS POWER SERVICES INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>NEW ACCOUNTING CODE ADDED: Account code: 13-14-C-56EB-101A61X55-2582-1356EE3004-001 Beginning FiscalYear 13 Ending Fiscal Year 14 Fund (Appropriation) C Budget Organization 56EB Quantity: 0 Amount: (b)(4) Percent: 25.17334 Subject To Funding: N</p> <p>CHANGES FOR LINE ITEM NUMBER: 1002 Obligated Amount for this modification: (b)(4) Incremental Funded Amount changed from (b)(4) to (b)(4)</p> <p>NEW ACCOUNTING CODE ADDED: Account code: 13-14-C-56EB-101A61X55-2582-1356EE3004-001 Beginning FiscalYear 13 Ending Fiscal Year 14 Fund (Appropriation) C Budget Organization 56EB Quantity: 0 Amount: (b)(4) Percent: 24.99857 Subject To Funding: N</p> <p>CHANGES FOR LINE ITEM NUMBER: 1003 Obligated Amount for this modification: (b)(4) Incremental Funded Amount changed from (b)(4) to (b)(4)</p> <p>NEW ACCOUNTING CODE ADDED: Account code: 13-14-C-56EB-101A61X55-2582-1356EE3004-001 Beginning FiscalYear 13 Ending Fiscal Year 14 Fund (Appropriation) C Budget Organization 56EB Quantity: 0 Amount: (b)(4) Percent: 1.3092 Subject To Funding: N</p> <p>CHANGES FOR LINE ITEM NUMBER: 1004 Obligated Amount for this modification: (b)(4) Continued ...</p>				

## CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
EP-C-11-052/0009PAGE OF  
3 6NAME OF OFFEROR OR CONTRACTOR  
TARITAS POWER SERVICES INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Incremental Funded Amount changed from (b)(4) to (b)(4)  NEW ACCOUNTING CODE ADDED: Account code: 13-14-C-56EB-101A61X55-2582-1356EE3004-001 Beginning Fiscal Year 13 Ending Fiscal Year 14 Fund (Appropriation) C Budget Organization 56EB Quantity: 0 Amount: (b)(4) Percent: 25 Subject To Funding: N Delivery Location Code: NVFEL SHIPPING NVFEL - Shipping and Receiving US Environmental Protection Agency National Vehicle and Fuel Emissions 2565 Plymouth Road Ann Arbor MI 48105 USA  Payment: RTP Finance Center US Environmental Protection Agency RTP-Finance Center (D143-02) 109 TW Alexander Drive Durham NC 27711 FOB: Destination				

**A. PURPOSE OF MODIFICATION**

The purpose of this modification 9 is as follows:

1. To provide \$238,254.00 in incremental funding to the base period.
2. All other terms and conditions remain unchanged.

**B. Clause B-1 LOCAL CLAUSES LC-32-11 LIMITATION OF GOVERNMENT'S OBLIGATION**

(a) Contract line items 1 through 4 are incrementally funded. For these items, the sum of \$ 476,512.00 of the total price is presently available for payment and allotted to Option Period I this contract.

(b) For items identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those items for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor will not be obligated to continue work on those items beyond that point. Subject to the clause entitled, "Termination for Convenience of the Government", the Government will not be obligated, under any circumstances, to reimburse the Contractor in excess of the amount payable by the Government in the event of termination of applicable contract line items for convenience including costs, profit, and estimated termination costs for those line items.

(c) Notwithstanding the dates specified in the allotment schedule in paragraph (i) of this clause, the Contractor will notify the Contracting Officer, in writing, at least 5 days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85% of the total amount currently allotted to the contract for performance of the applicable items. The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of applicable line items up to the next scheduled date for allotment of funds identified in paragraph (a) of this clause, or to a substitute date as determined by the Government pursuant to paragraph (d) of this clause. If after such notification, additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any item(s) for which additional funds have not been allotted, pursuant to the clause entitled "Termination for Convenience of the Government".

(d) The parties contemplate that the Government will allot additional funds for continued performance of the contract line items identified in paragraph (a) for this clause and will determine the estimated period of contract performance which will be covered by the funds. The provisions of paragraphs (b) through (d) of this clause will apply in like manner to the additional allotted funds and to the new estimated period of contract performance. The contract will be modified accordingly.

(e) If, solely by reason of failure of the Government to allot additional funds, by the dates indicated below, in amounts sufficient for timely performance of the contract line items identified in paragraph (a) of this clause, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price of the items, or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "Disputes".

(f) The Government may at any time prior to termination allot additional funds for the performance of the contract line items identified in paragraph (a) of this clause.

(g) The termination provisions of this clause do not limit the rights of the

Managed Operations, Maintenance, and Auxiliary Support Services for the  
National Vehicle and Fuel Emissions Laboratory  
Contract: EP-11C-052 Modification 9

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Government under the clause entitled "Default". The provisions of this clause are limited to the work and allotment of funds for the contract line items set forth in paragraph (a) of this clause. This clause no longer applies once the contract is fully funded except with the regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraph (d) or (e) of this clause.

(h) Nothing in this clause affects the right of the Government to terminate this contract pursuant to the contract clause entitled "Termination for Convenience of the Government".

(i) The parties contemplate that the Government will obligate funds to this contract in accordance with the following schedule:

**RECAPITULATION: BASE PERIOD**

Total Firm Fixed Price for Base Period: \$942,628.00

**Recap of Funding**

Incremental Funding as of Award:	\$235,657.00
Incremental Funding per Modification 1:	\$0.00
Incremental Funding per Modification 2:	\$235,657.00
Incremental Funding per Modification 3:	\$0.00
Incremental Funding per Modification 4:	\$ 78,551.00
Incremental Funding per Modification 5:	\$159,106.00
Incremental Funding per Modification 6:	<u>\$233,657.00</u>

Total Funded to Date for Base Period: \$942,628.00

Amount to be funded by Program Office: \$0.00

**RECAPITULATION: OPTION PERIOD I**

Price for Option Period I: \$945,316.00

Increase per Mod 8: \$ 2,620.80

Total Firm Fixed Price for Option Period I: \$947,936.80

**Recap of Funding**

Incremental Funding per Modification 7:	\$238,258.00
Incremental Funding per Modification 8:	\$0.00
Incremental Funding per Modification 9:	<u>\$238,254.00</u>

Total Funded to Date for Option Period I: \$476,512.00

Amount to be funded by Program Office: \$471,424.80

(End of Clause)

**EP-C-11-052**  
**Option Period I Recapitulation of Funds**  
10/01/2012 - 09/30/2013

Funding Action	CLIN 0001 Type: FFP	CLIN 0002 Type: NTE	CLIN 0003 Type: NTE	CLIN 0004 Type: NTE	All CLIN TOTAL
Mod 7	(b)(4)	(b)(4)	(b)(4)	(b)(4)	\$238,258.00
Mod 8					\$0.00
Mod 9					\$238,254.00
Total Funded					\$476,512.00
Total Per Contract		\$140,000.00	\$13,100.00	\$60,000.00	\$947,936.80
Balance Unfunded	\$364,869.80	\$70,003.00	\$6,553.00	\$29,999.00	\$471,424.80

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE		PAGE OF PAGES 1 5	
2. AMENDMENT/MODIFICATION NO. 0010		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. See Schedule	
5. PROJECT NO. (If applicable)		7. ADMINISTERED BY (If other than Item 6)		CODE CPD	
6. ISSUED BY CPD US Environmental Protection Agency Cincinnati Procurement Operations Division 26 West Martin Luther King Drive Cincinnati OH 45268		7. ADMINISTERED BY (If other than Item 6) CPD US Environmental Protection Agency Cincinnati Procurement Operations Division 26 West Martin Luther King Drive Cincinnati OH 45268		CODE CPD	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) TARITAS POWER SERVICES INC 9259 PINE HILL CT. PO BOX 33 SALINE MI 481769476		(X)		9A. AMENDMENT OF SOLICITATION NO.	
CODE 074228065		FACILITY CODE		9B. DATED (SEE ITEM 11)	
		X		10A. MODIFICATION OF CONTRACT/ORDER NO. EP-C-11-052	
				10B. DATED (SEE ITEM 13) 09/29/2011	
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.  
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$238,254.00  
See Schedule

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE X	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. Changes Clause 52.243-1
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☒ is not, is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

DUNS Number: 074228065

Managed Operations, Maintenance, and Auxiliary Support Services for the National Vehicle and Fuel Emissions Laboratory

Max Expire Date: 09/30/2016

LIST OF CHANGES:

The purpose of this modification 10 is as follows:

1. To provide \$238,254.00 in incremental funding to Option Period I.
2. To add and delete clauses to the contract.
3. To add Attachment 12 a list of property available for use by contractor personnel to the contract.

4. To remove the Scissor Lift and Fork lift from the contract Attachment 3 Preventative

Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Sandra Savage	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED 10/13



CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED EP-C-11-052/0010	PAGE	OF
		2	5

NAME OF OFFEROR OR CONTRACTOR  
TARITAS POWER SERVICES INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>maintenance Schedule.</p> <p>5. All other terms and conditions remain unchanged.</p> <p>CHANGES FOR LINE ITEM NUMBER: 1001</p> <p>Obligated Amount for this modification: (b)(4)</p> <p>Incremental Funded Amount changed from (b)(4) to (b)(4)</p> <p>NEW ACCOUNTING CODE ADDED:</p> <p>Account code:</p> <p>13-14-C-56EB-102A61X55-2582-1356EE3006-001</p> <p>Beginning FiscalYear 13</p> <p>Ending Fiscal Year 14</p> <p>Fund (Appropriation) C</p> <p>Budget Organization 56EB</p> <p>Quantity: 0</p> <p>Amount: (b)(4)</p> <p>Percent: 25.17334</p> <p>Subject To Funding: N</p> <p>CHANGES FOR LINE ITEM NUMBER: 1002</p> <p>Obligated Amount for this modification: (b)(4)</p> <p>Incremental Funded Amount changed from (b)(4) to (b)(4)</p> <p>NEW ACCOUNTING CODE ADDED:</p> <p>Account code:</p> <p>13-14-C-56EB-102A61X55-2582-1356EE3006-001</p> <p>Beginning FiscalYear 13</p> <p>Ending Fiscal Year 14</p> <p>Fund (Appropriation) C</p> <p>Budget Organization 56EB</p> <p>Quantity: 0</p> <p>Amount: (b)(4)</p> <p>Percent: 24.99857</p> <p>Subject To Funding: N</p> <p>CHANGES FOR LINE ITEM NUMBER: 1003</p> <p>Obligated Amount for this modification: (b)(4)</p> <p>Incremental Funded Amount changed from (b)(4) to (b)(4)</p> <p>NEW ACCOUNTING CODE ADDED:</p> <p>Account code:</p> <p>13-14-C-56EB-102A61X55-2582-1356EE3006-001</p> <p>Beginning FiscalYear 13</p> <p>Ending Fiscal Year 14</p> <p>Fund (Appropriation) C</p> <p>Continued ...</p>				

## CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
EP-C-11-052/0010PAGE OF  
3 5NAME OF OFFEROR OR CONTRACTOR  
TARITAS POWER SERVICES INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Budget Organization 56EB Quantity: 0 Amount: (b)(5) Percent: .93514 Subject To Funding: N</p> <p>CHANGES FOR LINE ITEM NUMBER: 1004 Obligated Amount for this modification: (b)(4) Incremental Funded Amount changed from (b)(4) to (b)(4)</p> <p>NEW ACCOUNTING CODE ADDED: Account code: 13-14-C-56EB-102A61X55-2582-1356EE3006-001 Beginning Fiscal Year 13 Ending Fiscal Year 14 Fund (Appropriation) C Budget Organization 56EB Quantity: 0 Amount: (b)(4) Percent: 25 Subject To Funding: N Delivery Location Code: NVFEL SHIPPING NVFEL - Shipping and Receiving US Environmental Protection Agency National Vehicle and Fuel Emissions 2565 Plymouth Road Ann Arbor MI 48105 USA</p> <p>Payment: RTP Finance Center US Environmental Protection Agency RTP-Finance Center (D143-02) 109 TW Alexander Drive Durham NC 27711</p> <p>FOB: Destination Period of Performance: 10/01/2011 to 09/30/2016</p>				

**A. Added & Deleted Clauses**

The following contract clauses are added by reference:

52.245-1 GOVERNMENT PROPERTY (APR 2012)  
52.245-2 Government Property Installation Operation Services (Apr 2012)  
52.245-9 USE AND CHARGES (APR 2012)  
1552.245-70 Government Property.

The following contract clause is deleted:

52.226-6 - Promoting Excess Food Donation to Nonprofit Organizations  
(Mar 2009)

**B. Clause B-1 LOCAL CLAUSES LC-32-11 LIMITATION OF GOVERNMENT'S OBLIGATION**

(a) Contract line items 1 through 4 are incrementally funded. For these items, the sum of \$ 714,766.00 of the total price is presently available for payment and allotted to Option Period I this contract.

(b) For items identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those items for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor will not be obligated to continue work on those items beyond that point. Subject to the clause entitled, "Termination for Convenience of the Government", the Government will not be obligated, under any circumstances, to reimburse the Contractor in excess of the amount payable by the Government in the event of termination of applicable contract line items for convenience including costs, profit, and estimated termination costs for those line items.

(c) Notwithstanding the dates specified in the allotment schedule in paragraph (i) of this clause, the Contractor will notify the Contracting Officer, in writing, at least 5 days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85% of the total amount currently allotted to the contract for performance of the applicable items. The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of applicable line items up to the next scheduled date for allotment of funds identified in paragraph (a) of this clause, or to a substitute date as determined by the Government pursuant to paragraph (d) of this clause. If after such notification, additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any item(s) for which additional funds have not been allotted, pursuant to the clause entitled "Termination for Convenience of the Government".

(d) The parties contemplate that the Government will allot additional funds for continued performance of the contract line items identified in paragraph (a) for this clause and will determine the estimated period of contract performance which will be covered by the funds. The provisions of paragraphs (b) through (d) of this clause will apply in like manner to the additional allotted funds and to the new estimated period of contract performance. The contract will be modified accordingly.

(e) If, solely by reason of failure of the Government to allot additional funds, by the dates indicated below, in amounts sufficient for timely performance of the contract line items identified in paragraph (a) of this clause, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price of the items, or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "Disputes".

Managed Operations, Maintenance, and Auxiliary Support Services for the  
National Vehicle and Fuel Emissions Laboratory  
Contract: EP-11C-052 Modification 10

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(f) The Government may at any time prior to termination allot additional funds for the performance of the contract line items identified in paragraph (a) of this clause.

(g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "Default". The provisions of this clause are limited to the work and allotment of funds for the contract line items set forth in paragraph (a) of this clause. This clause no longer applies once the contract is fully funded except with the regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraph (d) or (e) of this clause.

(h) Nothing in this clause affects the right of the Government to terminate this contract pursuant to the contract clause entitled "Termination for Convenience of the Government".

(i) The parties contemplate that the Government will obligate funds to this contract in accordance with the following schedule:

**RECAPITULATION: BASE PERIOD 10/1/2011 to 9/30/2012**

Total Firm Fixed Price for Base Period: \$942,628.00

**Recap of Funding**

Incremental Funding as of Award:	\$235,657.00
Incremental Funding per Modification 1:	\$0.00
Incremental Funding per Modification 2:	\$235,657.00
Incremental Funding per Modification 3:	\$0.00
Incremental Funding per Modification 4:	\$ 78,551.00
Incremental Funding per Modification 5:	\$159,106.00
Incremental Funding per Modification 6:	<u>\$233,657.00</u>

Total Funded to Date for Base Period: \$942,628.00

Amount unfunded : \$0.00

**RECAPITULATION: OPTION PERIOD I 10/1/2012 to 9/30/2013**

Price for Option Period I: \$945,316.00

Increase per Mod 8: \$ 2,620.80

Total Firm Fixed Price for Option Period I: \$947,936.80

**Recap of Funding**

Incremental Funding per Modification 7:	\$238,258.00
Incremental Funding per Modification 8:	\$0.00
Incremental Funding per Modification 9:	\$238,254.00
Incremental Funding per Modification 10:	<u>\$238,254.00</u>

Total Funded to Date for Option Period I: \$714,766.00

Amount unfunded : \$233,170.80

(End of Clause)

**ATTACHMENT 3**  
**SOL-CI-11-00028**  
**PREVENTIVE MAINTENANCE SCHEDULE**

ITEM DESCRIPTION	QUANTITY	LOCATIONS	REQUIRED SERVICE	FREQUENCY OF OCCURRENCE	DATE OF SERVICE	DATE OF NEXT SERVICE
<b>House Air Compressors</b>	3	Rm. 522	Oil / Filter Lube / Inspect controls	Annual Semi Annual Monthly		
<b>Control Air Compressors</b>	2	Rm. 522 Mezz	Filter / Belts Inspect controls	Semi Annual Monthly		
	3	Rm. 409 Mezz	Filter / Belts Inspect controls	Semi Annual Monthly		
<b>Comp. Air Dryers</b>	2	Rm. 522	Clean / Inspect controls	Quarterly		
	3	Rm. 409 Mezz	Clean / Inspect controls	Quarterly		
<b>Air Conditioners</b>	1	East Guard Post	Clean / Replace Filter Media / Test Unit	Monthly		
	1	West Guard Post	Clean / Replace Filter Media / Test Unit	Monthly		
	1	Remote Unit Rm. 101B	Clean / Replace Filter Media / Test Unit	Monthly		
	1	Remote Unit Rm. 115	Clean / Replace Filter Media / Test Unit	Monthly		
	1	Remote Unit Rm. 216	Clean / Replace Filter Media / Test Unit	Monthly		
	1	Remote Unit Rm. 404	Clean / Replace Filter Media / Test Unit	Monthly		
	1	Remote Unit Rm. 613	Clean / Replace Filter Media / Test Unit	Monthly		
	1	Remote Unit Rm. 522A	Clean / Replace Filter Media / Test Unit	Monthly		
	1	Remote Unit 522B	Clean / Replace Filter Media / Test Unit	Monthly		
	4	Rm. 323D	Clean / Replace Filter Media / Test Unit	Monthly		
	2	Rm. 323G	Clean / Replace Filter Media / Test Unit	Monthly		
	1	Rm. 509	Clean / Replace Filter Media / Test Unit	Monthly		
	2	Split Unit 306B B/U	Clean / Replace Filter Media / Test Unit	Monthly		
	1	Split Unit Rm 341	Clean / Replace Filter Media / Test Unit	Monthly		
	1	Split Unit 512	Clean / Replace Filter Media / Test Unit	Monthly		
	2	Split Unit 516 E&W	Clean / Replace Filter Media / Test Unit	Monthly		

	1	525C	Clean / Replace Filter Media / Test Unit	Monthly		
Split Unit	1	330G (Telecom Closet)	Clean / Replace Filter Media / Test Unit	Monthly		
<b>Air Diffusers</b>	APROX. 350	All Bldg. Areas	Clean / Adj. Air Flows	Quarterly		
<b>AFFF</b>	1	RM. 320	Sample / Inspect / Test	Semi Annual		
	1	RM 345 (Fueling Area)	Sample / Inspect / Test	Semi Annual		
<b>AHU</b>						
Two units added	1	430 EBU	Clean unit / Coils / Filter Replacements	Quarterly		
	1		Clean unit / Coils / Filter Replacements	Quarterly		
	1	Rm. 504	Clean unit / Coils / Filter Replacements	Quarterly		
Heat Pump	1	Passage 4A	Clean unit / Coils / Filter Replacements	Quarterly		
	1	330H	Clean unit / Coils / Filter Replacements	Quarterly		
	1	330G	Clean unit / Coils / Filter Replacements	Quarterly		
	1	409	Clean unit / Coils / Filter Replacements	Quarterly		
	1	Cold Test Fac.	Clean unit / Coils / Filter Replacements	Quarterly		
	1	Cold Test Fac.	Clean unit / Coils / Filter Replacements	Quarterly		
	1	Cold Test Fac.	Clean unit / Coils / Filter Replacements	Quarterly		
	1	Cold Test Fac.	Clean unit / Coils / Filter Replacements	Quarterly		
	1	H. Duty Mezz.	Clean unit / Coils / Filter Replacements	Quarterly		
	1	Fueling Area (345)	Clean unit / Coils / Filter Replacements	Quarterly		
ERU	1	Fueling Area (345)	Clean unit / Coils / Filter Replacements	Quarterly		
	1	Fuel Cold Storage (349)	Clean unit / Coils / Filter Replacements	Quarterly		
			Replace HEPPA / Bag Filter	Yearly		
Temp . Control	All	AHU	Calibrate	Semi Annual		
Motors	All	AHU	Clean / Lubricate	Quarterly		
<b>Overhead Door Air Curtain</b>						
	2	West Soak N&S	Clean / Inspect / Lubricate Adj.	Quarterly		
	2	Lg. Soak	Clean / Inspect / Lubricate Adj.	Quarterly		
	1	532	Clean / Inspect / Lubricate Adj.	Quarterly		
<b>Back Flow Preventer</b>						
	1	CTF Mezzanine	Test Certification	Semi Annualy		
	1	Mez.above room 514	Test Certification	Semi Annualy		
	6	Rm. 522	Test Certification	Semi Annualy		
	1	330	Test Certification	Semi Annualy		
<b>Crawl Space</b>						
	1	600 Wing	Inspect / Replace Lamps / Clean	Semi Annually		

<b>Car Wash Bay</b>	1	300 VCC	Inspect Spray Washer / Clean Trough	Monthly		
<b>Daylight Tracking System</b> <i>Not in use</i>	1	West Soak	Inspect operation / adjustments	Monthly		
<b>East Guard Post</b>	1	East Drive	Inspect / Maintain / Repair	Monthly		
<b>West Guard Post</b>	1	West Drive	Inspect / Maintain / Repair	Monthly		
<b>Bldg. Fence</b>	All	All Areas	Inspect / Repair / Remove growth	Monthly		
Emerg. Gates	10	All Areas	Inspect / Lubricate	Monthly		
Fence Signage	All	All Areas	Adjust / Replace	Monthly		
<b>Motor Opp. Gates</b>	5	All Areas	Lube / Adj. / Bat. Replacement / Test	Monthly		
<b>Office Wing Block</b>	All	Wings	Patch	Yearly		
Touch up paint	All Wings	Wings	Paint	Yearly		
<b>Grounds</b>	All	Drive / Lots	Weed Removal / Rubbish / Patching	Weekly		
		Walks	Weed Removal / Rubbish / Patching	Weekly		
		Lawn Areas	Rubbish Pick up	Weekly		
		Parking Blocks	Replace & Set units	Weekly		
	46	Storm Sewers	Inspect/Repair	Annually		
<b>Snow Removal</b>	All	Lot,walk,Drives	Plow And Salt	Daily		
Plow Truck			Oil / Filters / Lube	Quarterly		
Salt / equip supply			Stock & Maintain/ Inspect area	Weekly		
Mower	1		Oil / Filters / Lube	Semi Annual		
<b>Lot / Drive</b>	All	Lots & Drives	Sweeping / Crack Fill / Striping	Semi Annual		
Lighting	All	Lots & Drives	Ballast / Lamp / Wire Replacement	Weekly		
<b>Lifts</b>						
S						
Material Lift	1	325	Inspect / Lubricate & adjust equipment	Quarterly		
<b>House Keeping</b>	522	Floor / Shelves	Organize / Remove Rubbish	Weekly		



	522A Pent. / Stairs Areas of VCC	Floor / Shelves Floor / Shelves Panel Area	Organize / Remove Rubbish Organize / Remove Rubbish Organize / Remove Rubbish	Weekly Weekly Weekly		
<b>Bldg. Inspections</b>	Z01 Z02 Z03 Pest Removal Out Bldg Inspections	Elect. / Doors Elect. / Doors Elect. / Doors All Areas All Areas	Recepticals / Switchs / Hinges Etc. Recepticals / Switchs / Hinges Etc. Recepticals / Switchs / Hinges Etc. Exterminate / Trap Lamps / Ballasts	Monthly Monthly Monthly Monthly Monthly		
<b>Rest Rooms</b>	3  2  1  All	Z01  Z02  Z03  All	Battery Replacement / Fixture replacement Inspect / Drain Clean / Dispenser repairs Battery Replacement / Fixture replacement Inspect / Drain Clean / Dispenser repairs Battery Replacement / Fixture replacement Inspect / Drain Clean / Dispenser repairs Brief operational inspection	Semi Annual Monthly Semi Annual Monthly Semi Annual Monthly Weekly		
<b>Plumbing</b>	Stools / Urinals Sinks / faucets Drains / Lines Bldg supply lines Floor drains Flush Valves	All All All All All All	Rest Rooms All Areas All Areas All Areas All Areas All Areas Rest Rooms	Inspect / repair Inspect / repair Inspect / repair Inspect / Repair Fill traps / Replace Grates Inspect / repair	Monthly Monthly Monthly Semi Annual Quarterly Monthly	
<b>Roof Top</b>	All Roof drains Fire Hoses	All Areas All Areas Roof Top	Inspect / Remove Debries Inspect / Remove Debries Inspect / Stow Replace Hose & Nozzel	Quarterly Quarterly Monthly 1 X Per Five Years		
<b>Key Lock Box</b>	1 1	522 522A	Organize Organize	Monthly Monthly		
<b>MSDS BOOK</b>	1 Lock Out - Tag Out Book	522A 522A	Organize / Update Organize / Update	Monthly Monthly		
<b>Crash Barrier Pod Units</b>	1	East Ent.	Inspect / Test Operation / Controls	Weekly		

	1	East Exit	Inspect / Test Operation / Controls	Weekly		
	1	Employee Lot	Inspect / Test Operation / Controls	Weekly		
	1	West Drive	Inspect / Test Operation / Controls	Weekly		
<b>Condensing Water Pit</b>	1	522	Inspection	Semi Annual		
<b>Ceiling Tile &amp; Grid</b>	Z01	All	Replace Tiles	Monthly		
	Z02	All	Replace Tiles	Monthly		
	Z03	All	Replace Tiles	Monthly		
<b>Clocks</b>	All	All Areas	Replace Battries / Set DLSt	Semi Annual		
<b>Combustible Gas Dect.</b>	Z02	All	Calibration / Testing Alarms	Semi Annual		
	Z03	All	Calibration / Testing Alarms	Semi Annual		
<b>CO2 Fire Protection</b>	1	508A	Replace Batteries / Test / Hydro Inspections	Semi Annual		
	1	508B	Replace Batteries / Test / Hydro Inspections	Semi Annual		
	1	508C	Replace Batteries / Test / Hydro Inspections	Semi Annual		
	1	508D	Replace Batteries / Test / Hydro Inspections	Semi Annual		
	1	Bay 345 (North & South)	Replace Batteries / Test / Hydro Inspections	Semi Annual		
<b>CO2 Eng. Choke Systems</b>	22	Test Cells	Replace Batteries / Test / Hydro Inspections	Semi Annual		
<b>Overhead Trolly Cranes</b>	1	Rm. 319	Grease / Oil / Load Test / Certify / Inspect	Quarterly		
	1	Rm. 321	Grease / Oil / Load Test / Certify / Inspect	Quarterly		
	1	Rm. 403	Grease / Oil / Load Test / Certify / Inspect	Quarterly		
	1	Rm. 409	Grease / Oil / Load Test / Certify / Inspect	Quarterly		
	1	427	Grease / Oil / Load Test / Certify / Inspect	Quarterly		
	1	508C	Grease / Oil / Load Test / Certify / Inspect	Quarterly		
	1	Rm. 530 Large Soak	Grease / Oil / Load Test / Certify / Inspect	Quarterly		
	2	Rm. 524	Grease / Oil / Load Test / Certify / Inspect	Quarterly		
	3	Rm. 329	Grease / Oil / Load Test / Certify / Inspect	Quarterly		
	1	Rm. 417	Grease / Oil / Load Test / Certify / Inspect	Quarterly		
	1	343XA	Grease / Oil / Load Test / Certify / Inspect	Quarterly		
<b>Cabinet Unit Heater</b>	3	Lobby	Lubricate / Clean / Inspect	Semi Annual		
<b>Chromalux Space Heaters</b>						

Controls	4	100/200 Wings	Clean / Inspect	Monthly		
	4	100/200 Wings	Cal T-Stat / check Overloads	Monthly		
<b>CTF Chiller Bank</b>	1	Cold Test Facility	Inspect/Clean condensers	Semi-annual		
<b>Dock Board Leveler</b>  Axel lock / Lights	1	Shipping / Rec.	Clean / Lubricate / Test Operation	Semi Annual		
	1	Shipping / Rec.	Clean / Lubricate / Test Operation	Semi Annual		
<b>Toxic Gas Detectors</b>	Z02	All Areas	Calibration / Testing Alarms	Quarterly		
	Z03	All Areas	Calibration / Testing Alarms	Quarterly		
			Certify Computer Interface	Yearly		
<b>CTF Dehumid. System</b>	1	CTF Mezz	Replace Filter / Clean Coils / Record Draft	Semi Annual		
<b>Electrical Sub Station</b>	2	522B	Clean, Inspect, Calibrate Overloads, Meg.	Annual		
	3	Penthouse	Clean, Inspect, Calibrate Overloads, Meg.	Annual		
<b>Motor Control Centers</b>	1	Rm. 522	Clean / Inspect / Replace Contacts / Heaters	Annual		
	1	Rm. 522B	Clean / Inspect / Replace Contacts / Heaters	Annual		
	2	Penthouse	Clean / Inspect / Replace Contacts / Heaters	Annual		
<b>Fuse Distrubution Panels</b>	1	Rm. 522B	Clean / Inspect / Lube Switches	Annual		
	1	Penthouse	Clean / Inspect / Lube Switches	Annual		
<b>Emerg. Lighting</b>	All	All Bldg Areas	Clean / Inspect / Test	Quarterly		
<b>Emerg. LP Panels</b>	10	All Areas	Update index / Cleaning / Lubricate	Annual		
<b>Exit Signs</b>	All	All Areas	Inspect/Clean	Quarterly		
<b>Emerg. Generators</b>	2	Outside RM. 530	Inspection / Fluid Checks	Monthly		
			Load Test	Annual		
			Start / Run Testing	Quarterly		
<b>Lighting Panels</b>	40	All Areas	Update index / Cleaning / Lubricate	Annual		
<b>Metrology Lab</b>	1	330ML	Replace belts & filters	Annual		
<b>Power Panels</b>						

	13	All Areas	Update index / Cleaning / Lubricate	Annual		
<b>Clean Power Panels</b>	3	306A	Update index / Cleaning / Lubricate	Annual		
	21	All Areas	Update index / Cleaning / Lubricate	Annual		
<b>Desk Lamp Repairs</b>	All	Office Bldg.	Lamp / Ballast Replacement	Monthly		
<b>Temp. Recording Chart</b>	1	330	Pen / Chart Replacement	Daily		
<b>Exhaust Fan</b>	69	Roof Top	Clean / Inspect / Belt replacement	Quarterly		
<b>Above Ground Storage Tanks</b>	1	Diesel Tank	Clean/Inspect	Quarterly		
	1	Diesel Tank	Clean/Inspect	Quarterly		
	1	Silicone Oil	Clean/Inspect	Quarterly		
<b>Fume Hoods</b>	1	Rm 305A	Certify / Calibrate / Inspect	Quarterly		
	1	Rm. 305	Certify / Calibrate / Inspect	Quarterly		
	1	Rm. 307	Certify / Calibrate / Inspect	Quarterly		
	1	Rm. 309	Certify / Calibrate / Inspect	Quarterly		
Walk in	1	Rm. 309	Certify / Calibrate / Inspect	Quarterly		
Perchloric	1	Rm. 311	Certify / Calibrate / Inspect	Quarterly		
	2	Rm. 407 E & W	Certify / Calibrate / Inspect	Quarterly		
	1	Rm. 343A	Certify / Calibrate / Inspect	Quarterly		
	1	Rm 330L	Certify / Calibrate / Inspect	Quarterly		
	1	RM 343	Certify / Calibrate / Inspect	Quarterly		
<b>Heating Zone Pumps</b>	4	Rm. 103	Oil / Replace Couplings / Seals	Semi Annual		
Booster Pump	1	200 Wing	Oil / Replace Couplings / Seals	Semi Annual		
100 / 200 Wing Coils	All	110 / 200 Wing	Clean	Annual		
<b>Domestic Hot Water Pump</b>	1	522 Mezz	Oil / Replace Couplings / Seals	Semi Annual		
Eye Wash booster pump	1	522 Mezz	Oil / Replace Couplings / Seals	Semi Annual		
<b>Heat Exchanger</b>	1	CTF Mezz	Inspect	Semi Annual		
<b>Room Humidifier</b>	1	Rm. 101B	Fill Tanks / Replace Filter	Monthly		
<b>Eye Wash / Shower Stations</b>						

	16 All	All Bldg Areas	Flow Test / Clean / Report Clean Strainers	Monthly Semi Annual		
<b>H.H. Fire Extinguishers</b>	275	All Bldg Areas All Bldg Areas	Inspect / Clean / Replace Inspect / Clean / Replace Certify	Monthly Monthly		
<b>Fume Scrubbers</b>	6	Bldg Test Areas	Clean / Inspect / Grease / Adjust	Semi Annual		
<b>Fire Sprinkler Riser</b>	7	All Zones	Flow Test / Inspect / Card Update	Semi Annual		
Heads	All	All Zones	Replace Stock	Quarterly		
Hydrants	All	All Zones	Flow Test / Inspect	Annually		
PIV	5	All Zones	Test / Inspect	Semi Annual		
<b>Fuel Oil Tanks</b>						
	1		Pressure Test Lines	Monthly		
	1	Outside 522	Inspect / Test For Water / Measure	Monthly		
Pump	1	Rm. 522	Lubricate / Inspect	Monthly		
<b>FM 200 Spheres/ Novec 1230</b>	156 6	Bldg Test Areas 514 Mezzanine	Dust , Weigh, Inspect Tanks Dust , Weigh, Inspect Tanks	Semi Annual Semi Annual		
<b>FM 200 Panels/ Novec 1230</b>	Aprox 40	Protected Areas	Replace Squib Initiators	1 X Per 5 Yrs		
Fire Dampers	All	Bldg Test Areas	Clean / Test Alarm in & Out	Semi Annual		
Smk Detectors	2	CTF Mezz	Inspections	Semi Annual		
Man Pull Stations	All	All Bldg Areas	Alarm In & Out / Inspections	Semi Annual		
Horn / Strobes	All	All Bldg Areas	Alarm In & Out / Inspections	Semi Annual		
<b>Fennet 200 Fire System</b>						
	1	Lobby	Certify Operation / Alarm In & Out	Semi Annual		
Dialer / Monitor	1	Lobby	Check / Subscribe	Daily		
<b>Ice Making Machines</b>						
	1	H-Duty Hall	Inspect / Clean Coils & Bin	Monthly		
	1	Rm. 407	Inspect / Clean Coils & Bin	Monthly		
<b>Interior Bldg. Lighting</b>						
	All	Z01	Replace Lamps / Ballasts / Motion Detectors	Monthly		
	All	Z02	Replace Lamps / Ballasts / Motion Detectors	Monthly		
	All	Z03	Replace Lamps / Ballasts / Motion Detectors	Monthly		
<b>Overhead Doors</b>						

	6	Z02	Clean / Inspect / Lubricate Adj. Controls	Quarterly		
	30	Z03	Clean / Inspect / Lubricate Adj. Controls	Quarterly		
	1	430	Clean / Inspect / Lubricate Adj. Controls	Quarterly		
Fire Rated	3	Z02	Clean / Inspect / Lubricate Adj. Controls	Quarterly		
			Certify	Semi Annual		
Fast Roll Curtain	1	West Soak	Clean / Inspect / Lubricate Adj. Controls	Quarterly		
Fast Roll Curtain	1	409	Clean / Inspect / Lubricate Adj. Controls	Quarterly		
<b>Particulate Monitors</b>						
	7	Z02, Z03	Factory certify, Inspection, Record File	Yearly		
			Battery replacement, Zero unit	Twice yearly		
			Filter replacement, Cleaning, Inspection	Weekly		
<b>Paxon Blower</b>						
	1	515 Mezz	Filter/Belt/Tensioner Replace / Clean / Inspect	Monthly		
<b>Process Waste Intercept.</b>						
	1	430	Inspect	Weekly		
			Depth Check	Monthly		
			Pump Out	Annual		
<b>Scrubber</b>						
(F1)	1	Roof Top	Filter Replacement / Draft Rec. / Inspection	Semi Annual		
			Replace HEPA Filters	Annual		
(F2)	1	Roof Top	Filter Replacement / Draft Rec. / Inspection	Semi Annual		
			Replace HEPA Filters	Annual		
<b>Sump Pumps</b>						
	1	CTF	Inspect / Run pump	Monthly		
	1	CTF	Inspect / Run pump	Monthly		
	1	329	Inspect / Run pump	Monthly		
	1	RM. 515	Inspect / Run pump	Monthly		
	1	RM. 515	Inspect / Run pump	Monthly		
	1	RM. 514	Inspect / Run pump	Monthly		
	2	Rm. 503	Inspect / Run pump	Monthly		
	1	Rm. 310	Inspect / Run pump	Monthly		
<b>Emerg. Trans. Panel</b>						
	3	Rm. 522B	Test / Inspect / Calibrate	Annual		
	2	Penthouse	Test / Inspect / Calibrate	Annual		
<b>Emerg. Trans. Panels</b>						
	4	Rm. 522B	Test / Inspect / Calibrate	Annual		
<b>Unit Heater / Cooler</b>						

	42	600 Wing Areas	Clean / Inspect / Replace or Clean Filters	Quarterly		
Pneu. T- Stats	40	600 Wing Areas	Clean / Inspect / Calibrate	Semi Annual		
<b>Uninterruptible Power System</b>						
Battery Bank	1	520D	Visual & functional inspection / Third Party Inspect	Semi Annual		
<b>Vacuum Pumps</b>						
	2	522 Mezz	Clean / Grease / Oil / Filters / Inspect Inspect Valves & Rings	Semi Annual 1 X Per Five Years		
<b>Vehicle Lifts</b>						
	4	330 VCC Areas	Grease / Oil / Inspect Third Party Inspection	Monthly Monthly		
	2	312 N. & S.	Grease / Oil / Inspect Third Party Inspection	Monthly Annual		
<b>Vehicle Stacker</b>						
	1	330	Grease / Oil / Inpsct / Repair	Monthly		
<b>Water Fountains</b>						
	3	Z01	Clean Coils / Adj. Stream / Inspect Operation	Monthly		
	5	Z02	Clean Coils / Adj. Stream / Inspect Operation	Monthly		
	2	Z03	Clean Coils / Adj. Stream / Inspect Operation	Monthly		



Attachment 12  
EP-C-11-052

Property Available for use by the contractor personnel:

Toyota electric fork truck  
Model 7FBEU20  
Serial 17691

Toyota electric fork truck  
Model 7FBCU25  
Serial 73060

Toyota propane fork truck  
Model 7FGU35  
Serial 70474

Clark electric fork truck  
Model TM25  
Serial TM247-0176-9357FB

Genie scissor lift  
Model GS 2646  
Serial 79741

Genie scissor lift  
Model GR20  
Serial GR12-24527